

## **Attachment 4**

### **Collocation**

## BELLSOUTH COLLOCATION

### 1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when <<customer\_short\_name>> is collocated as a sole occupant or as a Host within a BellSouth premises location pursuant to this Attachment. BellSouth premises include BellSouth Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by BellSouth that house its network facilities; all structures that house BellSouth facilities on public rights-of-ways, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by BellSouth that is adjacent to BellSouth's Central Offices, Serving Wire Centers, buildings and structures (hereinafter "Premises"). BellSouth Remote Site Locations ("Remote Site Locations") include cabinets, huts and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. If the Premises occupied by BellSouth is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment. BellSouth will inform <<customer\_short\_name>> if a Premises is leased when special considerations and/or intervals may be applicable.
- 1.2 If BellSouth provides collocation to other telecommunications carriers, or to a BellSouth Affiliate, BellSouth will provide the same collocation to <<customer\_short\_name>> at rates, terms and conditions no less favorable to <<customer\_short\_name>> than those provided by BellSouth to other telecommunications carriers, or to a BellSouth Affiliate.
- 1.3 Right to Occupy. BellSouth shall offer to <<customer\_short\_name>> collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and in full compliance with the rules and orders of the FCC and the Commission. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow <<customer\_short\_name>> to occupy a certain area designated by BellSouth within a Premises or on BellSouth property upon which the Premises is located of a size which is specified by <<customer\_short\_name>> and agreed to by BellSouth (hereinafter "Collocation Space", or "Remote Site Collocation Space"). To the extent not contained herein, the necessary rates, terms and conditions for collocation at Premises, as defined by the FCC above, shall be negotiated upon reasonable request for collocation at such Premises.
- 1.4 Space Reservation.

- 1.4.1 Neither BellSouth nor any of BellSouth's Affiliates may reserve space for future use on more preferential terms than those set forth in Sections 1.4.2 and 1.4.3 of this Attachment.
- 1.4.2 In all states other than Florida, the size, or rack/bay(s) in a Remote Site Location, specified by <<customer\_short\_name>> may contemplate a request for space sufficient to accommodate <<customer\_short\_name>>'s growth within a twenty-four (24) month period.
- 1.4.3 In the state of Florida, the size, or rack/bay(s) in a Remote Site Location, specified by <<customer\_short\_name>> may contemplate a request for space sufficient to accommodate <<customer\_short\_name>>'s growth within an eighteen (18) month period.
- 1.5 Space Allocation. BellSouth shall use best efforts to accommodate <<customer\_short\_name>>'s requested preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not (a) materially increase <<customer\_short\_name>>'s cost or materially delay <<customer\_short\_name>>'s occupation and use of the Collocation Space, (b) assign Collocation Space that will impair the quality of service or otherwise limit the service <<customer\_short\_name>> wishes to offer, (c) reduce unreasonably the total space available for physical collocation at a Premise, or preclude unreasonably physical collocation within the Premises. Consistent with the foregoing, BellSouth shall assign <<customer\_short\_name>> collocation space within Premises that utilizes existing infrastructure (e.g., HVAC, lighting and available power), if such space is available for collocation. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.6 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. <<customer\_short\_name>> will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.7 Virtual Collocation Space Reservation. BellSouth shall relinquish any space held for future use before denying a request for virtual collocation on the grounds of space limitations, unless BellSouth proves to the Commission that virtual collocation at that point is not technically feasible.

1.8 Use of Space. <<customer\_short\_name>> shall use the Collocation Space for the purposes of installing, maintaining and operating <<customer\_short\_name>>'s equipment (to include testing and monitoring equipment) necessary for interconnection or for accessing unbundled network elements in accordance with the Act and FCC and Commission rules.

1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations.

1.10 Service Coordination. The Parties shall coordinate, where necessary, to ensure that the Collocation Space is provisioned in accordance with the specifications submitted by <<customer\_short\_name>> in its Application, as affirmed by the Bona Fide Firm Order ("BFFO") or as jointly amended thereafter. BellSouth will provide the necessary infrastructure to support <<customer\_short\_name>>'s request(s) pursuant to this Agreement.

## 2. Space Availability Report

2.1 Upon request from <<customer\_short\_name>> and at the <<customer\_short\_name>>'s expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is available for collocation at a particular Premises. This report will include the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises for which the Space Availability Report was requested by <<customer\_short\_name>>.

2.1.1 The request from <<customer\_short\_name>> for a Space Availability Report must be in writing and include the Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

2.1.1.1 If <<customer\_short\_name>> is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, <<customer\_short\_name>> may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, <<customer\_short\_name>> should submit to BellSouth a Remote Site Interconnection Request (the Request) for the Serving Wire Center CLLI code prior to submitting its request for a Space Availability Report. <<customer\_short\_name>> should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee as set forth in Exhibit B of this Attachment.



- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of the receipt of such a request. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify <<customer\_short\_name>> and inform <<customer\_short\_name>> of the timeframe under which it can respond.
- 2.2 Remote Site Information. Upon written request, BellSouth will provide <<customer\_short\_name>> with the following information concerning BellSouth's remote sites: (i) the address of the remote site; (ii) the CLLI code of the remote site; (iii) the carrier serving area of the remote site; (iv) the designation of which remote sites subtend a particular central office; and (v) the number and address of customers that are served by a particular remote site.
- 2.3 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of <<customer\_short\_name>>'s request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by <<customer\_short\_name>>, up to a maximum of thirty (30) wire centers per <<customer\_short\_name>> request per month per state, and up to a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) <<customer\_short\_name>> agrees to pay the cost as set forth in Exhibit B.
3. Collocation Options
- 3.1 Cageless. BellSouth shall allow <<customer\_short\_name>> to collocate <<customer\_short\_name>>'s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow <<customer\_short\_name>> to have direct access to <<customer\_short\_name>>'s equipment and facilities in accordance with Section 5.19 below. BellSouth shall make cageless collocation available in single rack/ bay increments. Except where <<customer\_short\_name>>'s equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, <<customer\_short\_name>> must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. BellSouth will make caged collocation available in fifty (50) square foot increments, which should be sufficient enough, to collocate a single rack/bay of equipment. At <<customer\_short\_name>>'s expense, <<customer\_short\_name>> will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's reasonable and nondiscriminatory Technical References (TRs) (Specifications), where

technically feasible as that term has been defined by the FCC, prior to starting equipment installation. BellSouth will provide Specifications to its BellSouth Certified Suppliers. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, <<customer\_short\_name>> and <<customer\_short\_name>>'s BellSouth Certified Supplier must comply with the more stringent local building code requirements. <<customer\_short\_name>>'s BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with <<customer\_short\_name>> and provide, at <<customer\_short\_name>>'s expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for <<customer\_short\_name>>'s BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. <<customer\_short\_name>>'s BellSouth Certified Supplier shall bill <<customer\_short\_name>> directly for all work performed for <<customer\_short\_name>> pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by <<customer\_short\_name>>'s BellSouth Certified Supplier. Upon request, BellSouth shall construct the enclosure for <<customer\_short\_name>>.

- 3.2.1 BellSouth may elect to review <<customer\_short\_name>>'s plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify <<customer\_short\_name>> of its desire to execute this review in BellSouth's response to the Initial Application, if <<customer\_short\_name>> has indicated its desire to construct its own enclosure. If <<customer\_short\_name>>'s Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of <<customer\_short\_name>>'s plans and specifications. Regardless of whether or not BellSouth elects to review <<customer\_short\_name>>'s plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to <<customer\_short\_name>>'s submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from <<customer\_short\_name>>. BellSouth may require <<customer\_short\_name>> to remove or correct within seven (7) calendar days, at <<customer\_short\_name>>'s expense, any structure that materially deviates from <<customer\_short\_name>>'s plans and specifications or BellSouth's Specifications, if applicable. If <<customer\_short\_name>> requests BellSouth to construct the enclosure or do any other work, <<customer\_short\_name>> reserves the right to inspect the enclosure or work performed by BellSouth and review any plans or specifications related to the same.

- 3.3 Shared Caged Collocation. <<customer\_short\_name>> may allow other telecommunications carriers to share <<customer\_short\_name>>'s caged collocation arrangement, where technically feasible as that term has been defined by the FCC, pursuant to the terms and conditions agreed to by <<customer\_short\_name>> (Host) and the other telecommunications carriers (Guests) pursuant to this Section, except where the Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to <<customer\_short\_name>> or is located on property for which BellSouth holds an easement and such easement does not permit such an option for a Remote Site Location. BellSouth shall be notified in writing by <<customer\_short\_name>> upon the execution of any agreement between the Host and its Guest(s) prior to the submission of any application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by <<customer\_short\_name>> that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and <<customer\_short\_name>>.
- 3.3.1 <<customer\_short\_name>>, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide <<customer\_short\_name>> with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. BellSouth will not allocate less than one (1) rack/bay per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay within a Remote Site Location, BellSouth will not prorate the cost of the bay. In all other states than Florida, and in addition to the above, <<customer\_short\_name>> shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and additional equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA), provided that Guest secures permission from <<customer\_short\_name>> to use <<customer\_short\_name>>'s ACNA and password. A separate Guest application shall result in the assessment of a Remote Site Application Fee, an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 <<customer\_short\_name>> shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the

presence of <<customer\_short\_name>>'s Guest(s) in the Collocation Space, except to the extent caused by BellSouth's, its employees' or agents' negligence, gross negligence, or willful misconduct.

- 3.3.4 In making shared caged arrangements available, whether or not <<customer\_short\_name>> serves as Host, BellSouth may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a shared arrangement of similar dimensions and material to a single collocating party.
- 3.4 Shared Remote Site Cageless Collocation. Subject to the requirements set forth in Section 3.3 above, to the extent BellSouth is permitted to offer shared collocation at Remote Site locations by property or easement owners, BellSouth will permit shared cageless collocation at such locations, where technically feasible, and space is available.
- 3.5 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on Premises' property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. An Adjacent Arrangement shall be constructed or procured by <<customer\_short\_name>> and must be in conformance with reasonable and nondiscriminatory provisions of BellSouth's design and construction Specifications. Further, <<customer\_short\_name>> shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the applicable rates, terms and conditions set forth in this Attachment. Additional rates, where applicable, shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.5.1 If <<customer\_short\_name>> requests Adjacent Collocation, pursuant to the conditions stated in Section 3.5 above, <<customer\_short\_name>> must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, <<customer\_short\_name>> and <<customer\_short\_name>>'s BellSouth Certified Supplier must comply with the more stringent local building code requirements. <<customer\_short\_name>>'s BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. <<customer\_short\_name>>'s BellSouth Certified Supplier shall bill <<customer\_short\_name>> directly for all work performed for <<customer\_short\_name>> pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by <<customer\_short\_name>>'s BellSouth Certified Supplier.
- 3.5.2 <<customer\_short\_name>> must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review

<<customer\_short\_name>>'s plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure <<customer\_short\_name>>'s compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from <<customer\_short\_name>> for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to <<customer\_short\_name>>'s submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from <<customer\_short\_name>>. BellSouth may require <<customer\_short\_name>> to remove or correct within seven (7) calendar days at <<customer\_short\_name>>'s expense, any structure that materially deviates from its submitted plans and specifications or BellSouth's Specifications, if applicable.

- 3.5.3 <<customer\_short\_name>> shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At <<customer\_short\_name>>'s option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power, to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC subject to individual case basis pricing that complies with the pricing standards of Sections 251 and 252 of the Act. <<customer\_short\_name>>'s BellSouth Certified Supplier shall be responsible, at <<customer\_short\_name>>'s sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow shared use of the Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 above.
- 3.5.4 In the event that interior space in a BellSouth Premises becomes available, and subject to the provisions of Section 6.6 of this Attachment, <<customer\_short\_name>> may, at its option, relocate its equipment from an adjacent facility into the interior space subject to the rates, terms and conditions of this Attachment 4.
- 3.6 Other Physical Collocation Arrangements. BellSouth will provide other collocation arrangements that have been demonstrated to be technically feasible. A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. In seeking a particular collocation arrangement, either physical or virtual, <<customer\_short\_name>>, is entitled to a

presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises.

- 3.7 Virtual Collocation. Virtual Collocation will be made available according to the terms and conditions described in BellSouth's FCC Tariff No. 1 for all states except Florida, which will be made available pursuant to the terms and conditions contained in the Florida Access Tariff. BellSouth shall provide Virtual Collocation at the rates set forth in Exhibit B of this Attachment. If there are any inconsistencies between BellSouth's FCC Tariff No. 1 or the Florida Access Tariff, and this Agreement, the rates, terms, and conditions of this Agreement shall control.
- 3.7.1 Virtual Collocation would occur when <<customer\_short\_name>> provides and leases to BellSouth its transmission and other collocation equipment dedicated to <<customer\_short\_name>>'s use. <<customer\_short\_name>> will be responsible for monitoring and controlling <<customer\_short\_name>>'s circuits terminating at BellSouth's Premises. Once space preparation is complete, and upon <<customer\_short\_name>>'s request, <<customer\_short\_name>> shall contract with a BellSouth Certified Supplier to install all equipment and facilities in accordance with BellSouth's guidelines and Specifications. <<customer\_short\_name>> shall be responsible for all costs of the BellSouth Certified Supplier's installation of <<customer\_short\_name>>'s virtual collocation arrangement. <<customer\_short\_name>> shall be responsible for all engineering associated with the installation and the provision of the equipment, necessary supplies and related documentation related to provisioning <<customer\_short\_name>>'s virtual collocation space. BellSouth will maintain and repair such equipment under the same intervals and with the same or better failure rates for performance of similar functions for comparable BellSouth equipment. Maintenance may include the change out of electronic cards provided by <<customer\_short\_name>>.
- 3.7.2 <<customer\_short\_name>> may purchase the equipment from a third party, and is not required to purchase the equipment from BellSouth.
- 3.7.3 BellSouth will make available digital, analog and fiber cross connects for Virtual Collocation at the rates contained in Exhibit B of this Attachment.
- 3.8 Remote Site Collocation. Remote Site Collocation is the placement of <<customer\_short\_name>> owned facilities and equipment in BellSouth remote sites. Equipment ownership, maintenance and insurance are the responsibility of the <<customer\_short\_name>> or their approved agent. The minimum amount of a Remote Site Collocation arrangement is one bay/rack.
- 3.8.1 For equipment requiring special technical considerations, <<customer\_short\_name>> must provide the equipment layout, including spatial dimensions for such equipment pursuant to the generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Sections 3.8.2 and 3.8.3 following.

- 3.8.2 <<customer\_short\_name>> may elect to connect to a feeder line by submitting a service inquiry for that UNE to the Complex Resale Support Group, as follows:
- 3.8.2.1 connection to a BellSouth feeder line (when technically feasible) is achieved via cross connects located near the BellSouth equipment inside the Remote Site Location. In this case, the point of demarcation is the DSX, feeder distribution interface, or LGX panel in the Remote Site Location.
- 3.8.2.2 connection of the <<customer\_short\_name>> owned or leased entrance facilities into the Remote Site Collocation Space from <<customer\_short\_name>>'s own point of presence is permitted. However, BellSouth will designate the point of entrance at the Remote Site location housing the collocation space, so that it is physically accessible to both Parties.
- 3.8.3 Distribution lines will be accessed through <<customer\_short\_name>>'s provision of a copper cable through a conduit from the Remote Site collocation space to the feeder distribution interface of sufficient length for splicing. BellSouth will splice this cable to the distribution cable at the feeder distribution interface in 8-pair increments.
- 3.8.4 Virtual Collocation in the Remote Site. Virtual Collocation provides for the placement of <<customer\_short\_name>> owned equipment and facilities in a BellSouth Remote Site. The minimum amount of space offered for a virtual collocation arrangement is one rack/bay. BellSouth will lease <<customer\_short\_name>>'s entrance fiber or cable (to include copper) cabling and equipment for the nominal fee of one dollar. <<customer\_short\_name>>'s certified supplier will install the equipment in the rack/bay. BellSouth will then be responsible for performing all installation, maintenance and repair of the Virtual in the Remote Site plug-ins, when <<customer\_short\_name>> requests such work via a Service Order or Maintenance ticket.
- 3.9 Parties Disagree

~~<<customer\_short\_name>> Version~~ Cross Connect. A cross-connection (cross-connect) is a cabling scheme between cabling runs subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as defined and described by the FCC in its applicable rules and orders. A cross connect may consist of a jumper on a frame (Main Distribution or Intermediate Distribution) or panel (DSX or LGX) that is used to connect equipment and/or facility terminations together. For collocation arrangements, the definition of cross connect will also include the tie cable connecting the frame/panel with the collocation demarc if the demarc is located at a point other than the frame/panel (POT Bay). A cross connect involved in connecting equipment/facility terminations with equipment/facility terminations associated with a collocation arrangement, either physical or virtual, is ordered separately and is charged at the rates found in Attachment 2 or Attachment 4. A cross connect involved in the provision of services not

associated with a collocation arrangement is not ordered but is a part of the provisioning of the service.

[BellSouth Version] Cross Connect. A cross connect is a jumper on a frame (Main Distribution or Intermediate Distribution) or panel (DSX or LGX) that is used to connect equipment and/or facility terminations together. For collocation arrangements, the definition of cross connect will also include the tie cable connecting the frame/panel with the collocation demarc if the demarc is located at a point other than the frame/panel (POT Bay). A cross connect involved in connecting equipment/facility terminations with equipment facility terminations associated with a collocation arrangement, either physical or virtual, is ordered separately and is charged at the rates found in Attachment 2 or Attachment 4.

- 3.10 Co-Carrier Cross Connect (CCXC). CCXCs are cross connects between <<customer\_short\_name>> and another collocated telecommunications carrier other than BellSouth in the same Premises. Where technically feasible, BellSouth will permit <<customer\_short\_name>> to interconnect directly between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises via CCXCs and the associated cabling necessary to complete the interconnection consistent with FCC Rule 51.323. Both <<customer\_short\_name>>'s agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXCs. BellSouth applicable charges will be imposed on the requesting telecommunications carrier. <<customer-short\_name>> is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.10.1 <<customer\_short\_name>> may provision the CCXC using its own technicians, if certified as a BellSouth Certified Supplier, or contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned or leased by <<customer\_short\_name>>. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities (lit or dark). In cases where <<customer\_short\_name>>'s equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, <<customer\_short\_name>> may use its own technicians to install CCXCs using either electrical or optical facilities (and associated patch cords, jumper cables, tie-pairs, etc.) between the equipment of both collocated telecommunication carriers and construct a dedicated cable support structure, if needed, between the two contiguous cages. <<customer\_short\_name>> shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. <<customer\_short\_name>> shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross Connect), or LGX (Light Guide Cross Connect). <customer\_short\_name> is responsible for ensuring the integrity of the signal.



- 3.10.2 The CCXC fees provided for in this Agreement shall not apply when BellSouth has installed fiber or copper/coax cable support structure, pursuant to the terms and conditions of previous interconnection agreements between the Parties, that has been paid in full by <<customer\_short\_name>> via nonrecurring CCXC charges. If <<customer\_short\_name>> has ordered a service that originates from its collocation space and terminates to another collocator's space in the same BellSouth Premises, which caused a BellSouth technician to jumper the two collocation spaces together using <<customer\_short\_name>> specific connecting facility assignments (CFAs) provided by <<customer\_short\_name>> and the other collocator at a BellSouth frame, panel or existing POT bay (wherever the point of demarcation resides), then BellSouth will permit these cross connections to remain in-service as provisioned and at the rates at which they were provisioned ("grandfathered").
- 3.10.3 <<customer\_short\_name>> shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting <<customer\_short\_name>> provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, <<customer\_short\_name>> may use its own technicians to construct the dedicated support structure between the two collocation arrangements.
- 3.10.4 To request or self-provision CCXCs, <<customer\_short\_name>> must submit a Remote Site Application, an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for CCXCs, as set forth in Exhibit B, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply as appropriate. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to <<customer\_short\_name>>. If the CCXC is requested as part of an Initial Application, only the Initial Application Fee shall apply, plus any other applicable charges.
- 3.10.5 If requested by <<customer\_short\_name>>, BellSouth will provision additional cable racking, if insufficient capacity is available to support <<customer\_short\_name>>'s request to provision a CCXC itself.
- 3.11 Direct Connect (DC). BellSouth will permit <<customer\_short\_name>> to interconnect directly between <<customer\_short\_name>>'s virtual and/or physical collocation arrangements within the same Premises by utilizing a DC. <<customer\_short\_name>> must use a BellSouth Certified Supplier to place the DC. The DC shall be provisioned through facilities owned by <<customer\_short\_name>>. In those cases where <<customer\_short\_name>>'s virtual and/or physical collocation space is contiguous in the central office, <<customer\_short\_name>> will have the option of using <<customer\_short\_name>>'s own technicians to deploy DC's using either electrical or optical facilities between the collocation spaces and constructing

its own dedicated cable support structure. <<customer\_short\_name>> will deploy such optical or electrical connections directly between its own facilities without being routed through BellSouth equipment. <<customer\_short\_name>> may not self-provision DC's on any BellSouth distribution frame, POT, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect).

- 3.11.1 <<customer\_short\_name>> is responsible for ensuring the integrity of the signal. <<customer\_short\_name>>-provisioned DC's shall utilize common cable support structure. There will be a recurring charge per linear foot, and a nonrecurring charge per cable, of the actual common cable support structure used. In the case of two contiguous collocation arrangements, <<customer\_short\_name>> will have the option of using <<customer\_short\_name>>'s own technicians to construct its own dedicated support structure.
- 3.11.2 To request or self-provision DCs, <<customer\_short\_name>> must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of DC's, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for DC, as defined in Exhibit B, will apply. If modifications in addition to the placement of DC's are requested, the Initial Application or Subsequent Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

#### 4. Occupancy

- 4.1 Space Ready Date. BellSouth will notify <<customer\_short\_name>> in writing when the Collocation Space is ready for occupancy ("Space Ready Date).
- 4.2 Acceptance Walkthrough. <<customer\_short\_name>> will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations from <<customer\_short\_name>>'s original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame or mutually agree to accept the deviations. BellSouth will notify <<customer\_short\_name>> of a new Space Ready Date upon resolution of any deviations that require correction. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. This process will continue until the Space Acceptance Date as defined below in Section 4.3 following.  
<<customer\_short\_name>> must notify BellSouth in writing that collocation equipment installation is complete and operational with BellSouth's network.
- 4.3 Space Acceptance Date. If <<customer\_short\_name>> completes its acceptance walkthrough within the fifteen (15) calendar day interval, the date of <<customer\_short\_name>>'s acceptance of the Collocation Space, as indicated by

<<customer\_short\_name>>'s execution of a Space Acceptance Form, will be the Space Acceptance Date ("Space Acceptance Date").

- 4.3.1 In the event that <<customer\_short\_name>> fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by <<customer\_short\_name>> on the Space Ready Date and the Space Acceptance Date will be established as the same date, provided that BellSouth has complied with all space preparation, provisions of <<customer\_short\_name>>'s BFFO, and that all required of BellSouth is complete.
- 4.3.2 If <<customer\_short\_name>> decides to occupy the space prior to the Space Ready Date, the date <<customer\_short\_name>> occupies the space will be deemed the Space Acceptance Date.
- 4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement <<customer\_short\_name>> may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application, or a Remote Site Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's execution of the Space Relinquishment Form for the collocation space(s) for which <<customer\_short\_name>> seeks to terminate occupancy, which termination date shall be the same date as <<customer\_short\_name>>'s date of the Space Relinquishment Form, provided <<customer\_short\_name>> has complied with all provisions of the Space Relinquishment Form. BellSouth may terminate<<customer\_short\_name>>'s right to occupy the Collocation Space in the event <<customer\_short\_name>> fails to comply with any material provision directly related to Collocation in this Agreement provided BellSouth gives <<customer\_short\_name>> thirty (30) calendar days' prior written notice of the failure to comply and gives <<customer\_short\_name>> an opportunity to cure during such period. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.
- 4.4.1 Upon termination of occupancy, <<customer\_short\_name>>, at its sole expense, shall remove its equipment and any other property from the Collocation Space. <<customer\_short\_name>> shall have thirty (30) calendar days (Removal Date) from the Subsequent Application BFFO Date to complete such removal, including the removal of all equipment and facilities of <<customer\_short\_name>>'s Guest(s), unless <<customer\_short\_name>>'s Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment, pursuant to the Commissions' space exhaust requirements and executed the appropriate documentation required by BellSouth prior to the <<customer\_short\_name>> Removal Date.
- 4.4.2 Should <<customer\_short\_name>> or <<customer\_short\_name>>'s Guest(s) fail to vacate the Collocation Space by the Removal Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of <<customer\_short\_name>> or <<customer\_short\_name>>'s Guest(s), in any commercially reasonable manner that BellSouth deems fit, at

<<customer\_short\_name>>'s expense and with no liability whatsoever for <<customer\_short\_name>>'s property or <<customer\_short\_name>>'s Guest(s)'s property, provided that BellSouth has not granted <<customer\_short\_name>>'s request for an extension of the Removal Date, and such request shall not unreasonably be denied.

- 4.4.3 Upon termination of <<customer\_short\_name>>'s right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and <<customer\_short\_name>> shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by <<customer\_short\_name>>, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. <<customer\_short\_name>>'s BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, Central Office Record Drawings and ERMA Records. <<customer\_short\_name>> shall be responsible for the cost of removing any <<customer\_short\_name>> constructed enclosure, together with any supporting structures (e.g., racking, conduits or power cables), at the termination of occupancy and restoring grounds to their original condition

5. **Use of Collocation Space**

- 5.1 **Equipment Type.** BellSouth shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements, in accordance with the applicable FCC and Commission rules and orders. Equipment is necessary for interconnection if an inability to deploy that equipment would, as practical, economic, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any Affiliate, subsidiary, or other party.
- 5.2 Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the requesting carrier from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.
- 5.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the requesting carrier seeks to deploy it, meets either or both of the standards set forth above in Sections 5.1 and 5.2 above. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services <<customer\_short\_name>> seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in Sections 5.1 and 5.2 above must not

cause the equipment to significantly increase the burden on BellSouth's property. Such equipment necessary for interconnection or access to unbundled network elements shall include, but is not limited to transmission equipment, equipment to light dark fiber, optical terminating equipment and multiplexers, digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, multifunction equipment, remote switching modules, fiber distribution frames, splitters, concentrators, cross connect systems, switching equipment other than traditional circuit switches, and ancillary equipment that enables a requesting carrier to assure proper provisioning and functioning of other collocated equipment. Subject to the provisions of this Section, <<customer\_short\_name>> may order BellSouth tariffed services that connect to such equipment in its Collocation Space.

5.3.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on BellSouth's property than comparable single function equipment. BellSouth may object to the collocation of equipment based on criteria and in accordance with procedures and limitations established by applicable FCC and Commission rules and orders. With the exception of the equipment set forth in this Section 5.3.1, BellSouth may not block collocation and use of equipment while a proceeding to determine whether BellSouth may block such placement is pending. If BellSouth prevails in such a proceeding, <<customer\_short\_name>> will remove such equipment from the collocation, within thirty (30) days of receipt of a written request to do so from BellSouth, or as otherwise set forth in the relevant Commission order.

5.4 Whenever BellSouth objects to collocation of equipment by <<customer\_short\_name>> for purposes within the scope of Section 251 (c) (6) of the Act, BellSouth shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above in this Section. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. Collocated equipment must comply with the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. If BellSouth denies collocation of <<customer-short\_name>>'s

equipment, citing safety standards, BellSouth must provide to <<customer\_short\_name>> within five (5) business days of the denial a list of all equipment that BellSouth locates at the Premises in question, together with an affidavit attesting that all of the equipment meets or exceeds the safety standard that BellSouth contends the competitor's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that <<customer\_short\_name>>'s equipment does not satisfy; BellSouth's basis for concluding that <<customer\_short\_name>>'s equipment does not meet this safety requirement; and BellSouth's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety. BellSouth reserves the right to permit on a nondiscriminatory basis collocation of equipment that does not necessarily comport with the requirements of applicable FCC and Commission rules and orders.

- 5.5 All <<customer\_short\_name>> Remote Site equipment installation shall comply with BellSouth TR 73503-11h, "Grounding – Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conducted pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory and located within <<customer\_short\_name>>'s Remote Site Collocation Space.
- 5.6 Terminations. <<customer\_short\_name>> shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment (including, but not limited to, transmission equipment, multiplexers, DSLAMS, DLC's, signal regenerators, cross connect panels) physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as the transmission equipment already placed in an arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that <<customer\_short\_name>> submits an application for terminations that exceed the total capacity of the collocated equipment, <<customer\_short\_name>> will be informed of the discrepancy and will be required to submit a revision to the application. Billing for terminations begin when services are ordered to those terminations via an ASR or a LSR.
- 5.7 <<customer\_short\_name>> will provide a list of those entities with a security interest in collocation equipment in <<customer\_short\_name>>'s collocation sites to BellSouth. This list will be updated by <<customer\_short\_name>> once annually. This information shall be expressly covered by the confidentiality provisions contained in Section 12 of the General Terms and Conditions of this Agreement. In no event shall BellSouth use the list of entities for any purpose other than contacting

equipment owners or lien holders subsequent to abandonment of such equipment by <<customer\_short\_name>>.

- 5.8 No Marketing. <<customer\_short\_name>> shall not use the Collocation Space for marketing purposes, nor shall it place any marketing materials outside the Collocation Space or on the grounds of the Premises.
- 5.9 Collocation Space/Equipment Identification. <<customer\_short\_name>> shall place a plaque on or affix other identification (e.g., stenciling) to <<customer\_short\_name>>'s equipment, in order for BellSouth to identify <<customer\_short\_name>>'s equipment, including a list of emergency contacts with telephone numbers. For caged collocation the identification may be placed on a plaque affixed outside of the caged enclosure. All equipment must be identified for cageless collocation.
- 5.10 Entrance Facilities. <<customer\_short\_name>> may elect to place <<customer\_short\_name>>-owned or <<customer\_short\_name>>-leased (from BellSouth or a third party provider) fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. <<customer\_short\_name>> will provide and place fiber cable at the point of entrance (in the entrance manhole) of sufficient length to be pulled through conduit and into the splice location. <<customer\_short\_name>> will provide and place copper or fiber cable through conduit from the Remote Site Collocation Space to the feeder distribution interface to the splice location of sufficient length for splicing by BellSouth. In Central Offices, <<customer\_short\_name>> will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to <<customer\_short\_name>>'s equipment in the Collocation Space. In the event <<customer\_short\_name>> utilizes a non-metallic, riser-type entrance facility, a splice will not be required. <<customer\_short\_name>> must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. <<customer\_short\_name>> is responsible for maintenance of the entrance facilities.
- 5.10.1 Central Office - Microwave Entrance Facilities. At <<customer\_short\_name>>'s option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions.
- 5.10.2 Central Office -Copper and Coaxial Cable Entrance Facilities. BellSouth shall permit <<customer\_short\_name>> to use copper or coaxial cable entrance facilities, if approved by the Commission. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.

- 5.11 Dual Entrance Facilities. BellSouth will provide at least two (2) interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by <<customer\_short\_name>> for dual entrance facilities to its physical Collocation Space, BellSouth shall provide <<customer\_short\_name>> with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to <<customer\_short\_name>>'s arrangement. The location of the serving manhole(s) will be as close as reasonably possible to the Premises housing the Collocation Space, but determined by BellSouth on a reasonable and nondiscriminatory basis. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to <<customer\_short\_name>> in the Application Response. BellSouth shall not deny an Application for the sole reason that dual entrance facilities are not available.
- 5.12 Shared Use. <<customer\_short\_name>> may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to <<customer\_short\_name>>'s collocation arrangement within the same Premises.
- 5.12.1 In a Central Office, BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. <<customer\_short\_name>> must arrange with BellSouth in accordance with all reasonable and nondiscriminatory requirements set forth in BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to perform the splice of the <<customer\_short\_name>> provided riser cable to the spare capacity on the entrance facility. If <<customer\_short\_name>> desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with BellSouth in accordance with all reasonable and nondiscriminatory requirements set forth in BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from <<customer\_short\_name>> for BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on <<customer\_short\_name>>'s entrance facility.
- 5.12.2 For a Remote Site, the Parties will negotiate the rates, terms and conditions based upon the technical feasibility and physical capacity at the time of a request from <<customer\_short\_name>>.
- 5.13 Central Office Demarcation Point. BellSouth, in a reasonable and nondiscriminatory manner and in accordance with any and all applicable FCC and Commission rules and orders, will designate the point(s) of demarcation between <<customer\_short\_name>>'s equipment and/or network and BellSouth's network. Each Party will be responsible for the installation, maintenance and operation of all equipment/facilities on its side of the demarcation point and may make any terminations that may be required on their side of the demarcation point and may self-



provision cross connects within the Collocation Space that may be required to activate service requests. <<customer\_short\_name>> shall have access to the demarcation point and all equipment and facilities on its side of the demarcation point. <<customer\_short\_name>> shall not have access to BellSouth's side of the demarcation point. When troubles cannot be clearly isolated to BellSouth's facilities and equipment, BellSouth will agree to test cooperatively with <<customer\_short\_name>> to assist in trouble isolation to a specific Party's facilities and equipment as set forth in Section 2.3.13 of BellSouth's FCC Tariff No. 1. If <<customer\_short\_name>> performs testing of its facilities and submits a trouble ticket to BellSouth indicating a trouble exists on BellSouth's side of the demarcation, then BellSouth will perform the required testing on its side of the demarcation point to isolate the trouble reported by <<customer\_short\_name>>. If BellSouth does find that a trouble exists on its side of the demarcation point after it has performed the required testing of its facilities, then BellSouth will take the necessary action to repair its facilities to eliminate the trouble and <<customer\_short\_name>> will not be charged for submission of the trouble ticket. If BellSouth cannot locate any trouble on its side of the demarcation point, then BellSouth will assess <<customer\_short\_name>> the applicable Maintenance of Services charge as set forth in Section 13.3.1 of BellSouth's FCC Tariff No. 1, based on the amount of time, in half-hour increments, it takes a BellSouth technician to complete the appropriate testing. If, within thirty (30) calendar days of BellSouth's billing of the Maintenance of Services charge, <<customer\_short\_name>> performs its testing of the same facilities and finds that the trouble has not been eliminated and does not reside on <<customer\_short\_name>>'s side of the demarcation point, then the <<customer\_short\_name>> shall submit a second trouble ticket to BellSouth. If, after testing has been performed by BellSouth, the trouble is actually determined to be on BellSouth's side of the demarcation point, BellSouth will not charge <<customer\_short\_name>> for the submission of the trouble ticket. BellSouth shall also credit <<customer\_short\_name>>'s account for the amount of the original Maintenance of Service charge on this same facility, within the next billing cycle. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). <<customer\_short\_name>> shall be responsible for providing, and <<customer\_short\_name>>'s BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling, the common, and necessary cabling pursuant to Section 7 below. For DS1 and DS3 connections, the demarcation point shall be a BellSouth provided DSX panel, or elsewhere if mutually agreed. For fiber connections, the demarcation point shall be a BellSouth provided LGX panel, or elsewhere if mutually agreed. For DS0 connections, the demarcation point shall be a BellSouth designated distributing frame. BellSouth shall not require <<customer\_short\_name>> to use an intermediate interconnection arrangement in lieu of a direct connection to BellSouth's network if technically feasible.

- 5.13.1 Existing point(s) of demarcation – <<customer\_short\_name>> provided POT Bay.  
BellSouth will grandfather existing point(s) of demarcation established at a

<<customer\_short\_name>> provided POT Bay. <<customer\_short\_name>> shall order services using the existing remaining terminations in the POT bay.

- 5.13.2 Existing point(s) of demarcation – BellSouth provided POT Bay. BellSouth will grandfather existing point(s) of demarcation established at a BellSouth provided POT Bay. <<customer\_short\_name>> shall order services using the existing remaining cabling and terminations in the POT Bay.
- 5.13.3 Irrespective of where the demarcation point in a central office is located, BellSouth shall provide <<customer\_short\_name>> with access to the <<customer\_short\_name>>'s side of the demarcation point pursuant to this Section.
- 5.14 Remote Site Point of Demarcation. The point of demarcation will be as follows for each service level: DS-0 services will be the feeder distribution interface. DS-1 services will be at the designated BellSouth DS-1 cross connect panel. DS-3 services will be at the designated BellSouth DS-3 cross connect panel. Dark fiber services will be at the designated BellSouth LGX panel.
- 5.15 <<customer\_short\_name>>'s Equipment and Facilities. <<customer\_short\_name>>, or if required by this Attachment, <<customer\_short\_name>>'s BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by <<customer\_short\_name>> and collocated in the Collocation Space or elsewhere in the Premises. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. <<customer\_short\_name>> need not use a BellSouth Certified Supplier to monitor, maintain or repair its own equipment and facilities.
- 5.16 BellSouth's Access to Enclosed Collocation Space. Except in the case of an emergency, BellSouth will not access <<customer\_short\_name>>'s locked enclosure prior to notifying <<customer\_short\_name>> at least seventy-two (72) hours or three (3) business days, whichever is greater, before access to the Collocation Space is required. BellSouth retains the right to access <<customer\_short\_name>>'s space for the purpose of making BellSouth equipment or cabling and building modifications (e.g., altering or removing racking, ducts, electrical wiring, HVAC, and cabling). <<customer\_short\_name>> may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that <<customer\_short\_name>> will not bear any of the expense associated with this type of work. BellSouth, its employees, vendors and agents, will comply at all times with its own security and safety procedures and requirements, while in <<customer\_short\_name>>'s space.
- 5.16.1 In cases of emergency, BellSouth will provide oral notice of entry as soon as possible (such oral notice most likely will be after entry) and, upon request, will provide subsequent written notice containing the time of entry, cause for emergency, and a listing of personnel allowed to enter the space during said emergency.

- 5.17 <<customer\_short\_name>> must provide the local BellSouth Central Office building contact with two Access Keys that will allow BellSouth entry into enclosed and locked Collocation Space, including but not limited to, Adjacent Arrangements, pursuant to this Section. Access Keys may not be duplicated under any circumstances. BellSouth agrees to be responsible for all Access Keys and for the return of all Access Keys after the contractual obligation with <<customer\_short\_name>> ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.
- 5.18 Subject to the Limitation of Liability Section in the General Terms and Conditions of this Agreement, BellSouth shall be liable for the negligent actions of its employees or agents and for any damage caused to <<customer\_short\_name>>'s equipment, facilities or Collocation Space while in <<customer\_short\_name>>'s Collocation Space and shall indemnify and hold harmless <<customer\_short\_name>> from any claim, liability or damages that may result from such entry into <<customer\_short\_name>>'s Collocation Space by BellSouth, its agents, contractors or employees.
- 5.19 <<customer\_short\_name>>'s Access. <<customer\_short\_name>> shall have access to its Collocation Space or Remote Site Collocation Space twenty-four (24) hours a day, seven (7) days a week. Such access will be unescorted, provided <<customer\_short\_name>> complies with the requirements set forth in Section 13 of this Attachment. <<customer\_short\_name>> agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of <<customer\_short\_name>> or <<customer\_short\_name>>'s Guests that will be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. When distributing access keys or cards, BellSouth shall provide receipt acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys to <<customer\_short\_name>>. These receipt acknowledgement forms must be signed by <<customer\_short\_name>> and returned to BellSouth Access Management within fifteen (15) calendar days of <<customer\_short\_name>>'s receipt of keys or cards. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth. Access Keys may not be duplicated under any circumstances. <<customer\_short\_name>> agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of <<customer\_short\_name>>'s employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with <<customer\_short\_name>> ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement. The BellSouth Access Customer Advocacy Center (ACAC) emergency access contact numbers will be provided to <<customer\_short\_name>> for access related issues.
- 5.19.1 BellSouth will permit one accompanied site visit to <<customer\_short\_name>>'s designated collocation arrangement location, after receipt of the BFFO without

charge to <<customer\_short\_name>>. <<customer\_short\_name>> must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the Premises within a minimum of thirty (30) calendar days prior to the date <<customer\_short\_name>> desires access to the Collocation Space or Remote Collocation Space. <<customer\_short\_name>> may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time subsequent to BellSouth's receipt of the BFFO. BellSouth shall respond to such request within five (5) business days, and shall use best efforts to facilitate the visit on the date requested by <<customer\_short\_name>>. In the event <<customer\_short\_name>> desires access to the Collocation Space or Remote Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit <<customer\_short\_name>> to access the Collocation Space or Remote Collocation Space, prior to completing BellSouth's Training requirements (as set forth in Section 13 of this Attachment), accompanied by a security escort, at <<customer\_short\_name>>'s expense. <<customer\_short\_name>> must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired. A security escort will be required whenever <<customer\_short\_name>> or its approved agent desires access to the entrance manhole.

- 5.19.2 Lost or Stolen Access Keys. The Parties shall immediately notify each other in writing in the case of lost or stolen Access Keys. If it becomes necessary for BellSouth to re-key buildings or enclosures or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), <<customer\_short\_name>> shall pay for the costs of re-keying or deactivating the card as set forth in the rates in Exhibit B of this Attachment. If it becomes necessary for <<customer-short\_name>> to rekey an enclosure due to BellSouth losing a key or if a key becomes stolen while in the possession of BellSouth, BellSouth will pay <<customer\_short\_name>> the applicable costs, as supported by documentation, to rekey an enclosure or replace lost or stolen keys that <<customer\_short\_name>> has previously provided to BellSouth.
- 5.20 Health Related Facilities and Parking. <<customer\_short\_name>> authorized personnel will have reasonable access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc. within the Premises), as well as to available parking.
- 5.21 Interference or Impairment. For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective.
- 5.21.1 Parties Disagree

<<customer\_short\_name>> Version Notwithstanding any other provisions of this Attachment, <<customer\_short\_name>> shall not use any product or service provided under this Agreement, any other service related thereto or used in combination

therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades service provided by BellSouth; 2) endangers or damages the equipment or facilities of BellSouth or any other telecommunications carrier **collocated in the Premises**; 3) **knowingly and unlawfully** compromises the privacy of communications routed through the Premises; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of <<customer\_short\_name>> violates the provisions of this paragraph, BellSouth shall provide written notice to <<customer\_short\_name>>, which shall direct <<customer\_short\_name>> to cure the violation within forty-eight (48) hours of <<customer\_short\_name>>'s actual receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of significant degradation. **Any dispute regarding the source of the risk, impairment, interference, or degradation may be resolved pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.**

[BellSouth's Version] Interference or Impairment. Notwithstanding any other provisions of this Attachment, <<customer\_short\_name>> shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, **interferes with or impairs** service provided by BellSouth, or by any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity or person; 3) **compromises the privacy of any** communications routed through the Premises or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of <<customer\_short\_name>> violates the provisions of this paragraph, BellSouth shall provide written notice to <<customer\_short\_name>>, which shall direct <<customer\_short\_name>> to cure the violation within forty-eight (48) hours of <<customer\_short\_name>>'s actual receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of significant degradation. **Either Party may submit any dispute regarding the source of the risk, impairment, interference, or degradation to the Commission.**

5.21.2 **[Parties Disagree]**

~~[[<<customer\_short\_name>>Version]]~~ Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if the violation is of a character that poses an immediate and substantial threat of **physical** damage to property or injury or death to any person, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat, including, without limitation, the interruption of electrical power to <<customer\_short\_name>>'s equipment which BellSouth has determined beyond a reasonable doubt is the cause of such threat. BellSouth must provide notice to <<customer\_short\_name>> prior to, or, if made impossible due to the nature of the threat imposed, as soon as possible after the taking of such action and provided that BellSouth, its agents, contractors or employees conduct themselves in strict compliance with this Section and except to the extent that such action by BellSouth fails to comport with the requirements of this paragraph or otherwise constitutes negligence, gross negligence or willful misconduct, BellSouth shall have no liability to <<customer\_short\_name>> for any damages arising from such action.

[BellSouth Version] Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if <<customer\_short\_name>> **fails to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible** or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, **or any other significant degradation, interference or impairment of BellSouth's or another entity's service**, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat, including, without limitation, the interruption of electrical power to <<customer\_short\_name>>'s equipment which BellSouth has determined beyond a reasonable doubt is the cause of such threat. BellSouth will provide notice to <<customer\_short\_name>> prior to, or, if made impossible due to the nature of the threat imposed, as soon as possible after the taking of such action and provided that BellSouth, its agents, contractors or employees conduct themselves in strict compliance with this Section and except to the extent that such action by BellSouth fails to comport with the requirements of this paragraph or otherwise constitutes negligence, gross negligence or willful misconduct, BellSouth shall have no liability to <<customer\_short\_name>> for any damages arising from such action.

- 5.21.3 In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and <<customer\_short\_name>> fails to take curative action within forty-eight (48) hours, then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to <<customer\_short\_name>> or, if subsequently necessary, the Commission must be supported by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by <<customer\_short\_name>> is significantly degrading the performance of other advanced services or traditional voice band services, <<customer\_short\_name>> shall discontinue deployment of that

technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under applicable FCC and Commission rules and orders, the degraded service shall not prevail against the newly deployed technology.

- 5.22 Central Office Personalty and its Removal. Subject to requirements of this Attachment, <<customer\_short\_name>> may place or install in or on the Central Office Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, or is desirable for the maintenance and operation of the collocated telecommunications equipment, and does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by <<customer\_short\_name>> in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain its status as personalty and may be removed by <<customer\_short\_name>> at any time. Any damage caused to the Collocation Space by <<customer\_short\_name>>'s employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by <<customer\_short\_name>>'s expense.
- 5.23 Alterations. Under no condition shall <<customer\_short\_name>> or any person acting on behalf of <<customer\_short\_name>> make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by <<customer\_short\_name>>. Any such Alteration shall require a Subsequent Application and will result in the assessment of a Remote Site Application Fee, a Subsequent Application Fee, an Administrative Only Application Fee or an Initial Application Fee as set forth in Section 6.2.1 below, and, which will be billed by BellSouth on the date that BellSouth provides <<customer\_short\_name>> with an Application Response.
- 5.24 Janitorial Service. <<customer\_short\_name>> shall be responsible for the general upkeep of its Collocation Space. <<customer\_short\_name>> shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis, upon request.

6. **Ordering and Preparation of Central Office and Remote Site Collocation Space**

6.1 **Initial Application.** For <<customer\_short\_name>> or <<customer\_short\_name>>'s Guest(s) initial equipment placement, <<customer\_short\_name>> shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information

6.1.1 **Initial Application Fee.** An Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by <<customer\_short\_name>>, and will be billed by BellSouth on the date that BellSouth provides <<customer\_short\_name>> with an Application Response.

6.2 **Subsequent Application.** In the event <<customer\_short\_name>> or <<customer\_short\_name>>'s Guest(s) desires to modify the Collocation Space after a BFFO, <<customer\_short\_name>> shall complete an application that contains all of the detailed information associated with an Alteration to the Collocation Space, as defined in Section 5.23 of this Attachment ("Subsequent Application"). The Subsequent Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the Alteration. BellSouth shall determine what modifications, if any, to the Premises are necessary to accommodate the change requested by <<customer\_short\_name>> in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.2.1 **Subsequent Application Fee.** The application fee paid by <<customer\_short\_name>> for its request for an Alteration shall be dependent upon the level of assessment needed for the Alteration requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by BellSouth, an Administrative Only Application Fee will be required as set forth in Exhibit B. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, where the removal requires no physical work to be done by BellSouth, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Alteration requested has limited effect (e.g., requires limited assessment but no capital expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth provides <<customer\_short\_name>> with an Application Response.



- 6.3 Remote Site Application. When <<customer\_short\_name>> or <<customer\_short\_name>>'s Guest(s) desires to install a bay/rack in a Remote Site Location, <<customer\_short\_name>> shall submit to BellSouth a Physical Expanded Interconnection Application Document (Remote Site Application). The Remote Site Application is Bona Fide when it is completed and accurate, meaning that all required fields on the Remote Site Application are completed with the appropriate type of information. An application fee, as set forth in Exhibit B, will apply which will be billed on the date that BellSouth provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and a Remote Site Application will be required. The installation of additional shelves/ equipment, subject to the restrictions contained in Section 3.8 above, within an existing bay or rack does not require a Remote Site Application.
- 6.3.1 Availability of Space. Upon submission of an application, BellSouth will permit <<customer\_short\_name>> to physically collocate in any available full bay/rack of space, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no full bay/rack of space available due to space limitations after BellSouth has conducted a review of all space within the Remote Site Location or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 below shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify <<customer\_short\_name>> of the amount that is available.
- 6.4 Space Preferences. If <<customer\_short\_name>> has previously requested and received a Space Availability Report for the Premises, <<customer\_short\_name>> may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate the <<customer\_short\_name>>'s preference(s), <<customer\_short\_name>> may accept the space allocated by BellSouth or cancel its application, (without incurring an application fee), and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will be billed by BellSouth on the date that BellSouth provides <<customer\_short\_name>> with an Application Response.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a requested Premises. BellSouth's electronic application system will indicate when the application is Bona Fide. If the application cannot be Bona Fide, BellSouth will describe the items necessary to cause the application to become Bona Fide. If the amount of space

requested is not available, BellSouth will notify <<customer\_short\_name>> of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by <<customer\_short\_name>> or space that is configured differently, no application fee will apply. If <<customer\_short\_name>> decides to accept the available space, <<customer\_short\_name>> must resubmit its application to reflect the actual space available, including the configuration of the space. When <<customer\_short\_name>> resubmits its application, BellSouth will bill <<customer\_short\_name>> the appropriate application fee.

- 6.5.2 BellSouth will respond to a Florida and Tennessee application within fifteen (15) calendar days as to whether space is available or not available within a Premises. BellSouth's electronic application system will indicate when the application is Bona Fide. If the application cannot be Bona Fide, BellSouth will describe the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify <<customer\_short\_name>> of the amount of space that is available or space that may be configured differently and no application fee will apply. If <<customer\_short\_name>> decides to accept the available space, <<customer\_short\_name>> must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.
- 6.5.3 Denial of Application. If BellSouth notifies <<customer\_short\_name>> that no space is available ("Denial of Application"), BellSouth will not assess an application fee to <<customer\_short\_name>>. After providing written notice to <<customer\_short\_name>> that BellSouth has no available space in the requested Premises, BellSouth will allow <<customer\_short\_name>>, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application, or as otherwise agreed to by the Parties. In order to schedule this tour, the request for the tour of the Premises must be received by BellSouth at least five (5) calendar days prior to the tour date.
- 6.5.4 BellSouth's written notice of denial shall provide <<customer\_short\_name>> with information relevant to the denial of its request for collocation space, and give some detail as to why the space was denied.
- 6.5.5 Expedited Removal of Equipment in a Space Exhaust Scenario. BellSouth shall remove obsolete unused equipment from its Premises prior to denying a request for collocation on the grounds of space limitations, unless BellSouth proves to the Commission that collocation at the point is not technically feasible.
- 6.5.6 BellSouth will provide virtual collocation in accordance with applicable FCC and Commission rules and orders.
- 6.5.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information required or requested by that

Commission. Such information shall include which space, if any BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit <<customer\_short\_name>> to inspect any floor plans or diagrams that BellSouth provides to the Commission.

- 6.6 Waiting List. On a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. BellSouth will notify the requesting carriers on the waiting list by mail when space becomes available, according to the position of each requesting carrier on said waiting list.
- 6.6.1 In Florida, on a first come, first served basis, governed by the date of the receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of each telecommunications carrier on said waiting list. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7 When space becomes available, <<customer\_short\_name>> must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of notification by BellSouth that space will be available in the Premises previously out of space. If <<customer\_short\_name>> has originally requested caged Collocation Space and cageless Collocation Space becomes available, <<customer\_short\_name>> may refuse such space and notify BellSouth in writing within the thirty (30) calendar day timeframe that <<customer\_short\_name>> wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. <<customer\_short\_name>> may accept an amount of space less than its originally requested space by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If <<customer\_short\_name>> does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunications carrier on the waiting list and remove <<customer\_short\_name>> from the waiting list. Upon request, BellSouth will advise <<customer\_short\_name>> as to its position on the waiting list.

- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space has become available in a Premises previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application for physical collocation and ten (10) calendar days for virtual collocation. The Central Office Application Response will include sufficient information to enable <<customer\_short\_name>> to place a Firm Order, which, at a minimum, will consist of the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.
- 6.9.1.1 BellSouth will provide the Remote Site Application Response in Alabama, Georgia, Kentucky, Mississippi, North Carolina, and South Carolina, when space has been determined to be available, within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.
- 6.9.1.2 BellSouth will provide the Remote Site Application Response in Louisiana, when space has been determined to be available, within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.
- 6.9.2 In Florida and Tennessee, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable <<customer\_short\_name>> to place a Firm Order. The Central Office Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below. When <<customer\_short\_name>> submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day

response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

- 6.9.2.1 BellSouth will provide the Remote Site Application Response in Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable <customer\_short\_name> to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below. When <<customer\_short\_name>> submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.9.2.2 BellSouth will provide the Remote Site Application Response in Tennessee, when space has been determined to be available, within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.
- 6.10 Application Modifications.
- 6.10.1 If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of <<customer\_short\_name>>, or necessitated by technical considerations agreed to by both Parties, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge <<customer\_short\_name>> the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require <<customer\_short\_name>> to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides <<customer\_short\_name>> with an Application Response.
- 6.11 Bona Fide Firm Order.

- 6.11.1 <customer\_short\_name> shall indicate its intent to proceed with its request for collocation space in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after receipt of BellSouth's Application Response to <<customer\_short\_name>>'s Bona Fide Application or <<customer\_short\_name>>'s application will expire.
- 6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of <<customer\_short\_name>>'s BFFO. BellSouth will acknowledge the receipt of <<customer\_short\_name>>'s BFFO within seven (7) calendar days of receipt, so that <<customer\_short\_name>> will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.
7. **Construction and Provisioning**
- 7.1 **Construction and Provisioning Intervals.**
- 7.1.1 In Florida and Tennessee, BellSouth will complete construction for physical and Remote Site collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to the Collocation Space after initial space completion, BellSouth will complete construction for physical and remote site collocation arrangements as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties if no additional space requested. If BellSouth does not believe that construction for physical and remote site collocation will be completed within the relevant timeframe and BellSouth and <<customer\_short\_name>> cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission. For virtual collocation arrangements in Florida and Tennessee, BellSouth will complete construction for initial and Alterations requested to the virtual Collocation Space after initial space completion as soon as possible within a maximum of sixty (60) calendar days.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless and Remote Site collocation arrangements under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. BellSouth will complete construction for virtual collocation arrangements under ordinary conditions as soon as

possible within a maximum of fifty (50) calendar days under ordinary conditions from receipt of a BFFO and seventy five (75) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required such as, but not limited to, HVAC, cabling and the power plant. Extraordinary conditions shall include, but not be limited to, major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.3 Records Only Change. When <<customer\_short\_name>> adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or additional intervals will be imposed by BellSouth.
- 7.1.4 Central Office Augments. In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to <<customer\_short\_name>>, when <<customer\_short\_name>> requests a Central Office augment that is identified in Sections 7.1.4.1, 7.1.4.2, 7.1.4.3, 7.1.4.4 and 7.1.4.5 ("Augment") after the Space Ready Date for existing physical collocation space. The cost of any such Augment shall be paid by <<customer\_short\_name>>. Unless otherwise set forth in Section 7.1.4.10 below, any such Augment application will require a Subsequent Application.
- 7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
  - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:
- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
  - 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
  - 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
  - Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

- 7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:
- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
  - 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
  - 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
  - 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
  - Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)
- 7.1.4.4 Major Augments –Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless).
- 7.1.4.5 Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space
- 7.1.4.6 If <<customer\_short\_name>> submits an Augment application request that includes two Augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the Augment interval associated with the next highest augment category will apply (e.g., if two items from the minor Augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).
- 7.1.4.7 If <<customer\_short\_name>> submits an Augment application request that includes three Augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the major Augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple Augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual Augment interval).
- 7.1.4.8 If <<customer\_short\_name>> submits an Augment application request that includes one Augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the higher augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate Augment category are requested on the same request, then an interval of



sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate Augment category).

- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories as outlined above will be placed into the appropriate category as negotiated by <<customer\_short\_name>> and BellSouth. If <<customer\_short\_name>> and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category identified in Sections 7.1.4.4 and 7.1.4.5 above would apply based on whether the Augment request is for <<customer\_short\_name>>'s physical or virtual collocation arrangement.
- 7.1.4.10 Individual application fees associated with simple, minor and intermediate Augment applications are contained in Exhibit B. The appropriate application fee will be assessed to <<customer\_short\_name>> at the time BellSouth provides <<customer\_short\_name>> with the Application Response. If <<customer\_short\_name>> requests multiple items from different Augment categories BellSouth will bill <<customer\_short\_name>> the Augment Application Cost, as identified in Exhibit B of this Attachment, associated with the higher Augment category only. <<customer\_short\_name>> will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 above). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and <<customer\_short\_name>> will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the BFFO. <<customer\_short\_name>> Upon mutual agreement and within a mutually agreed upon time frame, the Parties will exchange any additional information requested (including, but not limited to cable type and cable termination specifications, naming convention and requirements, diagrams or drawings depicting the exact path of entrance facilities from the interconnection point to the Collocation Space, power cabling connectivity, feeder and fuse specifications and requirements, BellSouth contacts and escalation procedures, and identification of demarcation points) at the Joint Planning Meeting.
- 7.3 Permits. Each Party or its agent(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agent(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. <<customer\_short\_name>> will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notification to <<customer\_short\_name>> that the Collocation Space is ready for occupancy. In the event <<customer\_short\_name>> fails to complete an acceptance walkthrough within this fifteen (15) day interval, the

<<customer\_short\_name>> must submit a Remote Site Splitter Ordering Document (RSOD) which can be found in the Remote Site High Frequency Spectrum (RS HFS) CLEC Information Package located on BellSouth's web site at [http://interconnection.bellsouth.com/guides/unedocs/rs\\_hfs.pdf](http://interconnection.bellsouth.com/guides/unedocs/rs_hfs.pdf). Once the cable/pair range is established <<customer\_short\_name>> can then submit LSRs for individual line activations.

- 7.6 Use of BellSouth Certified Supplier. <<customer\_short\_name>> shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all construction, engineering as specified in TR 73503, installation and removal work. <<customer\_short\_name>>, if a BellSouth Certified Supplier, or <<customer\_short\_name>>'s BellSouth Certified Supplier must follow and comply with all of the reasonable and nondiscriminatory requirements, outlined in BellSouth TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, <<customer\_short\_name>> must use a separate BellSouth Certified Supplier for those work activities associated with transmission equipment, switching equipment and power equipment, unless the BellSouth Certified Supplier has met the requirements for all of the required work activities. BellSouth shall provide <<customer\_short\_name>> with a list of BellSouth Certified Suppliers, upon request. <<customer\_short\_name>>, if a BellSouth Certified Supplier, or its BellSouth Certified Supplier(s) shall be responsible for installing <<customer\_short\_name>>'s equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and <<customer\_short\_name>> upon successful completion of installation and all associated work.. In cases where a BellSouth Certified Supplier is used, the BellSouth Certified Supplier shall bill <<customer\_short\_name>> directly for all work performed for <<customer\_short\_name>> pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by <<customer\_short\_name>>'s BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to <<customer\_short\_name>> or any supplier proposed by <<customer\_short\_name>> and will not unreasonably withhold certification.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. <<customer\_short\_name>> shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service <<customer\_short\_name>>'s Collocation Space. Upon request, BellSouth will provide <<customer\_short\_name>> with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by <<customer\_short\_name>>. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. <<customer\_short\_name>> may relocate its existing virtual collocation arrangement(s), according to the standard intervals identified in Sections 7.1.1 and 7.1.2 above, to a physical collocation arrangement(s)

and pay the appropriate fees associated with physical collocation and the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as set forth in Exhibit B to this Attachment 4. In the event BellSouth knows when additional space for physical collocation may become available at the location requested by <<customer\_short\_name>>, such information will be provided to <<customer\_short\_name>> in BellSouth's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to <<customer\_short\_name>> within one hundred eighty (180) calendar days of BellSouth's written denial of <<customer\_short\_name>>'s request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) <<customer\_short\_name>> was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then <<customer\_short\_name>> may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. <<customer\_short\_name>> must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. BellSouth will complete virtual to in-place physical collocation conversions within forty-five (45) calendar days from receipt of the BFFO. BellSouth will bill <<customer\_short\_name>> an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to <<customer\_short\_name>>.
- 7.10 Cancellation. If at any time prior to space acceptance, <<customer\_short\_name>> cancels its order for Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) as set forth in Exhibit B for any and all work processes for which work has begun or been completed.
- 7.11 Licenses. <<customer\_short\_name>>, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required, if any, to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

8.1 [Parties Disagree]

~~[<<customer\_short\_name>> Version]~~ Commission Approved Rates and Charges.

<<customer\_short\_name>> agrees to pay the rates and charges identified in Exhibit B attached hereto. Where rates have been "grandfathered", those rates shall be the rates that were in effect prior to the Effective Date of this Agreement, **unless application of such rates would be inconsistent with the underlying purpose for grandfathering**, or otherwise specified herein, and such rates shall be incorporated in Exhibit B attached hereto.

[BellSouth Version] Commission Approved Rates and Charges.

<<customer\_short\_name>> agrees to pay the rates and charges identified in Exhibit B attached hereto. Where rates have been "grandfathered", those rates shall be the rates that were in effect prior to the Effective Date of this Agreement, or otherwise specified herein, and such rates shall be incorporated in Exhibit B attached hereto.

8.2 Application Fee. BellSouth shall assess an application fee by generating a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.9 above. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to <<customer\_short\_name>>.

8.2.1 In Tennessee, the applicable application fee for caged physical collocation is the planning fee for both Initial Applications and Subsequent Applications placed by <<customer\_short\_name>>. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to <<customer\_short\_name>>.

8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power <<customer\_short\_name>>'s equipment. <<customer\_short\_name>> shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where technically feasible.

8.4 [Parties Disagree]

~~[<<customer\_short\_name>> Version]~~ Billing for recurring charges for **floor space, if applicable**, will begin on the Space Acceptance Date as defined above in Section 4.3 above. In the event that <<customer\_short\_name>> fails to complete an acceptance walkthrough within the applicable fifteen (15th) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If <<customer\_short\_name>> occupies the space prior to the Space Ready Date, the date <<customer\_short\_name>> occupies the space is deemed the new Space Acceptance Date and billing for recurring charges for **floor space, if applicable**, will begin on that date. **Billing for recurring charges for power (if drawn from**

BellSouth), will commence on the date upon which the primary and redundant connections from <<customer\_short\_name>>'s equipment in the Collocation Space to the BellSouth power board or BDFB are installed.

<<customer\_short\_name>> must notify BellSouth in writing when the collocation equipment to power source installation is complete.

[BellSouth Version] **Recurring Charges.** If <<customer\_short\_name>> has met the applicable fifteen (15th) calendar day walkthrough interval specified in Section 4.3 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event that <<customer\_short\_name>> fails to complete an acceptance walkthrough within the applicable fifteen (15th) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If <<customer\_short\_name>> occupies the space prior to the Space Ready Date, the date <<customer\_short\_name>> occupies the space is deemed the new Space Acceptance Date and billing for recurring charges will begin on that date.

- 8.5 <<customer\_short\_name>> shall continue the payment of all monthly fees to BellSouth until the date that <<customer\_short\_name>>, and if applicable <<customer\_short\_name>>'s Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. Billing for monthly recurring charges will cease on the date that <<customer\_short\_name>> and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that <<customer\_short\_name>> signs off on the Space Relinquishment Form and sends this form to BellSouth, if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. In the latter case, if subsequent inspection by BellSouth within fifteen (15th) calendar days of its receipt of the Space Relinquishment Form, does reveal discrepancies, billing for monthly recurring charges will cease on the date that BellSouth and <<customer\_short\_name>> jointly conduct an inspection, which confirms that <<customer\_short\_name>> has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy.

8.6 **[Parties Disagree]**

~~[<<customer\_short\_name>> Version]~~ **Space Preparation.** Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. <<customer\_short\_name>> shall remit payment of the nonrecurring firm order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event <<customer\_short\_name>> opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to <<customer\_short\_name>> as prescribed in this Section. The Space preparation fees provided for in this Attachment shall not apply when <<customer\_short\_name>> has paid space

preparation charges through previously billed ICB or nonrecurring space preparation charges.

[BellSouth Version] Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. <<customer\_short\_name>> shall remit payment of the nonrecurring firm order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event <<customer\_short\_name>> opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to <<customer\_short\_name>> as prescribed in this Section. The Space preparation fees provided for in this Attachment shall not apply when <<customer\_short\_name>> has paid all space preparation charges in full through previously billed ICB or nonrecurring space preparation charges.

- 8.7 Floor Space. Billing for floor space, if applicable, will begin on the Space Acceptance Date. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any expenses for power supplied to <<customer\_short\_name>> for its equipment. When the Collocation Space is enclosed, <<customer\_short\_name>> shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, <<customer\_short\_name>> shall pay floor space charges based upon the following floor space calculation:  $\{(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})\} \times (\text{width of rack and spacers})$ . For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event <<customer\_short\_name>>'s equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, <<customer\_short\_name>> shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.8 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of <<customer\_short\_name>>'s BFFO.
- 8.9 Security Escort. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one half (1/2) hour after the scheduled time for such an escort and <<customer\_short\_name>> shall pay for such half hour charges in the event <<customer\_short\_name>> fails to show up.

8.10 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DSO cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of ninety-nine (99) records. These nonrecurring fees will be billed upon receipt of <<customer\_short\_name>>'s BFFO.

8.11 [Parties Disagree]

~~<<customer\_short\_name>> Version~~ Power Rates. Rates for power are as set forth in Exhibit B of this Attachment. Applicable rates shall vary depending on whether <<customer\_short\_name>> elects to be billed on a "fused amp" basis, by electing to remain (or install new collocations or augments) under the traditional collocation power billing method, or on a "used amp" basis, by electing to convert collocations to (or install new collocations or augments under) the power usage metering option set forth in Section 9 below. Under either billing method, there will be rates applicable to grandfathered collocations for which power plant infrastructure costs have been prepaid under a ICB pricing or non-recurring charge arrangement and there will rates applicable where such grandfathering does not apply and power plant infrastructure is instead recovered via recurring charges.

[BellSouth Version] Power Rates. Rates for power are as set forth in Exhibit B of this Attachment. **Recurring charges for -48V DC power will be assessed per amp per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity.** In Tennessee, applicable rates shall vary depending on whether <<customer\_short\_name>> elects to be billed on a "fused amp" basis, by electing to remain (or install new collocations or augments) under the traditional collocation power billing method or on a "used amp" basis, by electing to convert collocations to (or install new collocations or augments under) the power usage metering option set forth in Section 9 below. Under either billing method, there will be rates applicable to grandfathered collocations for which power plant infrastructure costs have been prepaid under a ICB pricing or non-recurring charge arrangement and there will rates applicable where such grandfathering does not apply and power plant infrastructure is instead recovered via recurring charges.

8.11.1 [Parties Disagree]

~~<<customer\_short\_name>> Version~~ Under the fused amp billing option, <<customer\_short\_name>> shall be billed at the Commission's most recently approved fused amp recurring rate for DC power. However, if the Parties either previously agreed to "grandfather" such arrangements or such arrangements are grandfathered as a result of <<customer\_short\_name>> having provided documentation to BellSouth demonstrating that <<customer\_short\_name>> paid installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, <<customer\_short\_name>> will only be billed the recurring rate for the DC power in effect prior to the Effective Date of this Agreement, or, if such grandfathered rates had not been incorporated into the Parties'

most recent Agreement, the most recent Commission approved rate that does not include an infrastructure component shall apply.

[BellSouth Version] In Tennessee, under the fused amp billing option, <<customer\_short\_name>> shall be billed at the Commission's most recently approved fused amp recurring rate for DC power. However, if the Parties either previously agreed to "grandfather" such arrangements or such arrangements are grandfathered as a result of <<customer\_short\_name>> having provided documentation to BellSouth demonstrating that <<customer\_short\_name>> paid installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, <<customer\_short\_name>> will only be billed the recurring rate for the DC power in effect prior to the Effective Date of this Agreement, or, if such grandfathered rates had not been incorporated into the Parties' most recent Agreement, the rates contained in Exhibit B of this Attachment.

8.11.2 [Parties Disagree]

[<<customer\_short\_name>> Version] Under the power usage metering option, recurring charges for DC power are subdivided into a power infrastructure component and an AC usage component (based on DC amps consumed). However, if the Parties either previously agreed to "grandfather" such arrangements or such arrangements are grandfathered as a result of <<customer\_short\_name>> having provided documentation to BellSouth demonstrating that <<customer\_short\_name>> paid installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, <<customer\_short\_name>> will only be billed a recurring rate for the AC usage based on the most recent Commission approved rate and the DC power infrastructure component exclusive of the costs previously paid through the ICB or NRC pricing (as set by the Commission).

[BellSouth Version] In Tennessee, Under the power usage metering option, recurring charges for DC power are subdivided into a power infrastructure component and an AC usage component (based on DC amps consumed). However, if the Parties either previously agreed to "grandfather" such arrangements or such arrangements are grandfathered as a result of <<customer\_short\_name>> having provided documentation to BellSouth demonstrating that <<customer\_short\_name>> paid installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, <<customer\_short\_name>> will only be billed a recurring rate for the AC usage based on the most recent Commission approved rate and the DC power infrastructure component exclusive of the costs previously paid through the ICB or NRC pricing.

8.11.3 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

8.12 Grandfathered Rates.



- 8.12.1 The rates for the recurring charges for grandfathered CCXC will be the rates in effect before the Effective Date of this Agreement, if any, and such rates shall be set forth in Exhibit B of this Attachment.
- 8.12.2 The grandfathered POT Bay rates are pursuant to state ordered rates for particular POT Bay elements.
- 8.12.3 Additional grandfathering provisions regarding collocation power charges are set forth in Section 8.11 of this Attachment.
- 8.12.4 Additional grandfathering provisions regarding space preparation charges are set forth in Section 8.6 of this Attachment.

9. **Central Office Power**

- 9.1 BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for <<customer\_short\_name>>'s Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB). If <<customer\_short\_name>> was previously served off BellSouth's main power board pursuant to <<customer\_short\_name>>'s previous Interconnection Agreement, that arrangement shall be grandfathered. Recurring charges for -48V DC power will be assessed as set forth in Section 8.11 above.

9.1.1 **[Parties Disagree]**

~~<<customer\_short\_name>>~~ **Version** Fused Amp Billing Option. Monthly recurring charges for -48V DC power will be assessed per fused amp per month in a manner consistent with Commission orders and as set forth in Section 8 of this Attachment. Nonrecurring charges for -48V DC power distribution, will be **as set by the Commission**.

[BellSouth Version] Fused Amp Billing. Monthly recurring charges for -48V DC power will be assessed per fused amp per month **based upon the engineered and installed power feed fused ampere capacity** in a manner consistent with Commission orders and as set forth in Section 8 of this Attachment. Nonrecurring charges for -48V DC power distribution **will be based on the costs associated with collocation power plant investment and the associated infrastructure**.

9.1.2 **[Parties Disagree]**

~~<<customer\_short\_name>>~~ **Version** Power Usage Metering Option. Monthly recurring charges for -48V DC power will be assessed based on a consumption component and, if applicable, an infrastructure component, as set forth in Section 8 of this Attachment. Nonrecurring charges for -48V DC power distribution will be **as set by the Commission**.

[BellSouth Version] Tennessee Power Usage Metering Option. In Tennessee, monthly recurring charges for -48V DC power will be assessed based on a consumption component and, if applicable, an infrastructure component, as set forth

in Section 8 of this Attachment. Nonrecurring charges for -48V DC power distribution will be based on the costs associated with collocation power plant investment and the associated infrastructure.

9.1.3 [Parties Disagree]

[<<customer\_short\_name>> Version] When <<customer\_short\_name>> selects the power usage metering option for power billing, the following terms shall apply.

[BellSouth Version] In Tennessee, <<customer\_short\_name>> may select the power usage metering option for power billing, in which case the following terms shall apply:

- 9.1.3.1 BellSouth will arrange for all metering activities, which will include providing the necessary ammeter measurement device, to measure the actual power usage being drawn by <<customer\_short\_name>>'s collocation equipment on both the A and B power feeds. The AC usage component of the DC power charge will be based upon the sum of either the instantaneous or busy hour average electrical current readings, depending on the capabilities of the ammeter-measuring device.
- <<customer\_short\_name>> may, at its sole cost and expense, install its own meters on the BDFBs located in its collocation space, for the purposes of measuring actual power usage. <<customer\_short\_name>> will submit a Subsequent Application for each location that <<customer\_short\_name>> wants to convert to the metered power usage measurement option and agrees to include in the Comments Section of the Subsequent Application the following comments: "This Subsequent Application is <<customer\_short\_name>>'s certification that <<customer\_short\_name>> is opting to convert to the power usage measurement option and will permit BellSouth or a BellSouth Certified Supplier to use an ammeter-measuring device to measure its actual power usage or has installed a meter on its own BDFB, located in <<customer\_short\_name>>'s collocation space, to measure actual power usage on all power feeds." BellSouth will bill <<customer\_short\_name>> a Power Reconfiguration Application Fee, as set forth in Exhibit B of this Attachment, on the date that BellSouth provides an Application Response to the Subsequent Application. BellSouth shall then arrange, in coordination with <<customer\_short\_name>>, for the measurement of <<customer\_short\_name>>'s actual power usage on each power feed (all A and B feeds) once each quarter at each of <<customer\_short\_name>>'s collocation arrangements (i.e. quarterly metered reading service), for which <<customer\_short\_name>> has initially implemented the power usage metering option or submitted a Subsequent Application to convert arrangements to metered power usage. After the actual power usage measurements have been completed, these measurements will be used to calculate the AC Usage charge on <<customer\_short\_name>>'s bill for the following three (3) months or until the next measurement is taken. A minimum of ten (10) amps of -48V DC power usage, per A&B pair of power feeds (i.e., a 10 amps sum for both the A and B feeds combined), is required by BellSouth for <<customer\_short\_name>> to operate equipment in its collocation space. BellSouth shall bill <<customer\_short\_name>> for its monthly AC Usage for the following quarter based upon the sum of <<customer\_short\_name>>'s

actual metered usage for each power feed (the A and B feeds), or at least ten (10) amps of -48V DC power for each A and B pair of power feeds at the applicable -48V DC amp AC Usage rate as set forth in Section 8 of this Attachment.

- 9.1.3.2 Either Party, within fifteen (15) calendar days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If <<customer\_short\_name>> requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then <<customer\_short\_name>> will be responsible for paying the "Additional Meter Reading Trip Charge" contained in Exhibit B of this Attachment. If BellSouth requests a power usage reading be taken in this instance, then <<customer\_short\_name>> will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. If the readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If the readings do not vary outside these ranges, the initial reading will be used to calculate <<customer\_short\_name>>'s AC Usage charge for the next three (3) months.
- 9.1.3.3 BellSouth shall assess <<customer\_short\_name>> a monthly recurring charge as set forth in Exhibit B of this Attachment for BellSouth's power plant infrastructure investment component of the DC power charges based upon <<customer\_short\_name>>'s requested fused amperage capacity, as reflected by <<customer\_short\_name>> on its Initial Application, as well as any Subsequent Applications (i.e., augment applications) and Power Reduction Forms, for the particular collocation arrangement being converted to the power usage metering option within the specified central office.
- 9.1.3.4 <<customer\_short\_name>> agrees to submit a Subsequent Application to BellSouth for notification when <<customer\_short\_name>> has removed or installed telecommunications equipment in <<customer\_short\_name>>'s collocated space. If there is no change in the size of the collocation space and no change in the requested fused amperage capacity, BellSouth will assess <<customer\_short\_name>> an Administrative Only Application fee for processing an application to remove or install telecommunications equipment. If there any changes in the size of the collocation space, the requested fused amperage capacity, or any other activities requested in the Subsequent Application, BellSouth will assess <<customer\_short\_name>> the Subsequent Application fee contained in Exhibit B of this Attachment. An associated change in power usage will be reflected in the billing cycle associated with the next regularly scheduled quarterly power measurement reading, unless either Party requests a reading of the power usage prior to this date. If <<customer\_short\_name>> requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken when telecommunications equipment has been removed or installed or requested another reading for any other purpose in <<customer\_short\_name>>'s collocation space then <<customer\_short\_name>> will be responsible for paying the "Additional Meter

Reading Trip Charge" contained in Exhibit B of this Attachment. If BellSouth requests a power usage reading be taken in this instance, then <<customer\_short\_name>> will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. Any changes in the existing power usage will become effective on the first (1<sup>st</sup>) day of the month following the date of the requested meter reading.

- 9.1.3.5 BellSouth will bill <<customer\_short\_name>> a monthly recurring charge per site in accordance with Exhibit B of this Attachment for <<customer\_short\_name>>'s collocation arrangements in Tennessee, which represents the costs for BellSouth and/or a BellSouth Certified Supplier to provide the clamp-on ammeter or other measurement device, perform the task of measuring the actual power usage at each requested collocation site, record the usage measurements and submit these measurements to the billing systems including any associated administrative expenses and applicable taxes.
- 9.1.3.6 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of <<customer\_short\_name>>'s BDFB meter(s) by performing its own meter reading(s) via an alternate method, such as, but not limited to, a clamp-on ammeter. If the meter readings vary significantly, the Parties agree to perform a joint investigation. If <<customer\_short\_name>>'s BDFB meter(s) is (are) found to be in error, then <<customer\_short\_name>> agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Attachment are generally instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and the calibration of the meters themselves. The readings must vary by more than ten (10) % or five (5) Amps, whichever is greater, before any recalibration, repair, or replacement will be required. If the BellSouth reading is substantiated, then BellSouth has the right to adjust <<customer\_short\_name>>'s billing to reflect BellSouth's reading retroactive to the beginning of the quarter for which the last meter reading was taken.
- 9.1.3.7 If required, BellSouth and/or a BellSouth Certified Supplier hired by BellSouth to perform the meter reading activity, must be given access to <<customer\_short\_name>>'s collocation space if the arrangement is a physical caged collocation arrangement. BellSouth and/or a BellSouth Certified Supplier shall provide <<customer\_short\_name>> with sufficient notification that access is required, defined herein as a minimum of forty-eight (48) hours. Once the date and time of access has been agreed upon, <<customer\_short\_name>> and BellSouth and/or a BellSouth Certified Supplier shall adhere to the agreed upon date and time, or provide sufficient notification, defined herein as a minimum of three (3) hours, to the other party if the original appointment will be missed or must be canceled and rescheduled. If <<customer\_short\_name>> fails to provide access to its caged collocation space or fails to provide BellSouth and/or a BellSouth Certified Supplier with sufficient notification of the necessity to cancel and/or reschedule the initial agreed-upon appointment, then <<customer\_short\_name>> will be assessed for each additional meter reading trip, as set forth in Exhibit B of this Attachment, that must be

rescheduled due to <<customer\_short\_name>>'s failure to provide sufficient notice as described above. BellSouth will bill <<customer\_short\_name>> an "Additional Meter Reading Trip Charge" that BellSouth incurs, either from its own work forces or from a BellSouth Certified Supplier. <<customer\_short\_name>> and BellSouth and/or a BellSouth Certified Supplier may jointly agree to less stringent notification requirements, as convenience and practical business needs dictate, on a central office-by-central office basis. Both Parties agree that "practical business needs" may include any service interruption or restoration of service situation.

- 9.2 When obtaining power from the BDFB, fuses and power cables (A&B) must be engineered (sized) and installed by <<customer\_short\_name>>'s BellSouth Certified Supplier. <<customer\_short\_name>> is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB to <<customer\_short\_name>>'s equipment. The BellSouth Certified Supplier contracted by <<customer\_short\_name>> must provide BellSouth with a copy of the engineering power specifications prior to the day on which <<customer\_short\_name>>'s equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and <<customer\_short\_name>>'s Collocation Space. <<customer\_short\_name>> shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within <<customer\_short\_name>>'s Collocation Space, power cable feeds, and terminations of cable.

9.3 [Parties Disagree]

~~[<<customer\_short\_name>> Version]~~ If <<customer\_short\_name>> elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed <<customer\_short\_name>>'s DC Power Plant. Charges for AC power will be assessed in the same manner as charges for DC power are assessed, as set forth in Section 9.1 (including subsections above). When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by <<customer\_short\_name>>'s BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. <<customer\_short\_name>>'s BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the day on which <<customer\_short\_name>>'s equipment becomes operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At <<customer\_short\_name>>'s option, <<customer\_short\_name>> may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

[BellSouth Version] If <<customer\_short\_name>> elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed <<customer\_short\_name>>'s DC Power Plant. Charges for AC power will be

assessed per breaker ampere. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by <<customer\_short\_name>>'s BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. <<customer\_short\_name>>'s BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the day on which <<customer\_short\_name>>'s equipment becomes operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At <<customer\_short\_name>>'s option, <<customer\_short\_name>> may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

- 9.4 <<customer\_short\_name>> has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such an option, <<customer\_short\_name>> is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by <<customer\_short\_name>>. <<customer\_short\_name>>'s BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in installing this power arrangement, just as BellSouth is required to comply with these codes. <<customer\_short\_name>> must submit an application to BellSouth for the appropriate amount of collocation space that <<customer\_short\_name>> requires to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of <<customer\_short\_name>>'s power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. <<customer\_short\_name>> shall be responsible for the recurring charges associated with the central office space needed for collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the state Commission for the central office requested. <<customer\_short\_name>> would still have the option to order its power needs directly from BellSouth.

- 9.5 BellSouth will revise monthly recurring power charges to reflect a power upgrade, upon notification of the completion of the upgrade by <<customer\_short\_name>>'s BellSouth Certified Supplier. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from <<customer\_short\_name>> certifying the completion of the power reduction including the removal of the power cabling by <<customer\_short\_name>>'s BellSouth Certified Supplier.
- 9.6 If <<customer\_short\_name>> requests a reduction in the amount of power that BellSouth is currently providing, <<customer\_short\_name>> must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Power Reconfiguration Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.
- 9.7 If <<customer\_short\_name>> has grand-fathered power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, <<customer\_short\_name>> must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and a Subsequent Application fee will apply for this reconfiguration to a BellSouth BDFB.
- 9.7.1 In Alabama and Louisiana, if <<customer\_short\_name>> has grandfathered power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, <<customer\_short\_name>> must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply [BST clarification] for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, <<customer\_short\_name>> will submit a Subsequent Application and the appropriate application fee will apply.
- 9.8 Remote Site Power. BellSouth shall make available -48 Volt (-48V) DC power for <<customer\_short\_name>>'s Remote Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB) within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for <<customer\_short\_name>>'s equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis (ICB). BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by <<customer\_short\_name>>'s BellSouth Certified Supplier. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from <<customer\_short\_name>> certifying the completion of the power reduction, including the removal of the power cabling by <<customer\_short\_name>>'s BellSouth Certified Supplier.

9.9 Remote Site Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by <<customer\_short\_name>>'s BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. <<customer\_short\_name>>'s BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At <<customer\_short\_name>>'s option, <<customer\_short\_name>> may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

10. Insurance

10.1 <<customer\_short\_name>> shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

10.2 <<customer\_short\_name>> shall maintain the following specific coverage:

10.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

10.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

10.3 All policies purchased by <<customer\_short\_name>> shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to Premises and shall remain in effect for the term of this Attachment or until all <<customer\_short\_name>>'s property has been removed from BellSouth's Premises, whichever period is longer. If <<customer\_short\_name>> fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from <<customer\_short\_name>>.

10.4 <<customer\_short\_name>> shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this



interval may result in construction and equipment installation delays.

<<customer\_short\_name>> shall arrange for BellSouth to receive thirty (30) calendar days' advance notice of cancellation from <<customer\_short\_name>>'s insurance company. <<customer\_short\_name>> shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Office - Finance  
17F54 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375

- 10.5 <<customer\_short\_name>> must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

- 10.6 Self-Insurance. If <<customer\_short\_name>>'s net worth exceeds five hundred million dollars (\$500,000,000), <<customer\_short\_name>> may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2 above. <<customer\_short\_name>> shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to <<customer\_short\_name>> in the event that self-insurance status is not granted to <<customer\_short\_name>>. If BellSouth approves <<customer\_short\_name>> for self-insurance, <<customer\_short\_name>> shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of <<customer\_short\_name>>'s corporate officers. The ability to self-insure shall continue so long as the <<customer\_short\_name>> meets all of the requirements of this Section. If <<customer\_short\_name>> subsequently no longer satisfies this Section, <<customer\_short\_name>> is required to purchase insurance as indicated by Sections 10.2.1 and 10.2.2 above.

11. **Mechanics Liens**

- 11.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or <<customer\_short\_name>>), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

12. **Inspections**

- 12.1 BellSouth may conduct an inspection of <<customer\_short\_name>>'s equipment and facilities in the Collocation Space(s) prior to the activation of facilities between <<customer\_short\_name>>'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if <<customer\_short\_name>> adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide <<customer\_short\_name>> with a minimum of seventy-two (72) hours or three (3) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

13. **Security and Safety Requirements**

- 13.1 Unless otherwise specified, <<customer\_short\_name>> will be required, at its own expense, to conduct a statewide investigation of criminal history records for each <<customer\_short\_name>> employee hired in the past five years being considered for work on the Premises, for the states/counties where the <<customer\_short\_name>> employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. <<customer\_short\_name>> shall not be required to perform this investigation if an affiliated company of <<customer\_short\_name>> has performed an investigation of the <<customer\_short\_name>> employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if <<customer\_short\_name>> has performed a pre-employment statewide investigation of criminal history records of the <<customer\_short\_name>> employee for the states/counties where the <<customer\_short\_name>> employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 13.2 <<customer\_short\_name>> will be required to administer to its personnel assigned to the Premises security training either provided by BellSouth, or meeting reasonable and nondiscriminatory criteria defined by BellSouth.
- 13.3 <<customer\_short\_name>> shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and <<customer\_short\_name>>'s name. BellSouth reserves the right to remove from its Premises any employee of <<customer\_short\_name>> not possessing identification issued by <<customer\_short\_name>> or who has violated any of the reasonable and nondiscriminatory criteria outlined in BellSouth's CLEC Security Training documents. <<customer\_short\_name>> shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises.

- 13.4 <<customer\_short\_name>> shall not assign to the Premises any personnel with records of felony criminal convictions. <<customer\_short\_name>> shall not assign to the Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any <<customer\_short\_name>> personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that <<customer\_short\_name>> chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, <<customer\_short\_name>> may, in the alternative, certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 13.4.1 <<customer\_short\_name>> shall not knowingly assign to the Premises any individual who was a former employee and whose employment with BellSouth was terminated for a felony for which they were convicted..
- 13.4.2 <<customer\_short\_name>> shall not knowingly assign to the Premises any individual who was a former supplier of BellSouth and whose access to a Premises was revoked due to a felony for which they were convicted.
- 13.5 For each <<customer\_short\_name>> employee or agent hired by <<customer\_short\_name>> within five years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, <<customer\_short\_name>> shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, <<customer\_short\_name>> will disclose the nature of the convictions to BellSouth at that time. In the alternative, <<customer\_short\_name>> may certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 13.5.1 For all other <<customer\_short\_name>> employees requiring access to a Premises pursuant to this Attachment, <<customer\_short\_name>> shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 13.5 above and that security training was completed by the employee.
- 13.6 [Parties Disagree]  
[<<customer\_short\_name>> Version] At BellSouth's request, <<customer\_short\_name>> shall promptly remove from BellSouth's Premises any employee of <<customer\_short\_name>> BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth or prior to the initiation of an investigation if an employee of <<customer\_short\_name>> is found interfering with the property or personnel of BellSouth or another collocated

telecommunications carrier in a significant and material way. Such investigation shall be commenced and completed by BellSouth as promptly and expeditiously as possible. The Parties shall cooperate and communicate, to the extent circumstances permit, to ensure that the Parties may take appropriate remedial measures and so that <<customer\_short\_name>> personnel are not denied access for activity that does not have a significant and material impact and that would be more suitably addressed through disciplinary measures less likely to have a significant impact on <<customer\_short\_name>>'s daily operations.

[BellSouth Version] At BellSouth's request, <<customer\_short\_name>> shall promptly remove from BellSouth's Premises any employee of <<customer\_short\_name>>. BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth or prior to the initiation of an investigation if an employee of <<customer\_short\_name>> is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier. Such investigation shall be commenced and completed by BellSouth as promptly and expeditiously as possible. The Parties shall cooperate and communicate, to the extent circumstances permit, to ensure that the Parties may take appropriate remedial measures.

- 13.7 Security Violations. Each Party reserves the right to interview the other Party's employees, agents, or suppliers in the event of wrongdoing in or on BellSouth's property, or <<customer\_short\_name>>'s Collocation Space, or involving BellSouth's, <<customer\_short\_name>>'s, or another collocated telecommunications carrier's property or personnel, provided that the Party shall provide reasonable notice to the other Party's designated security representative of such interview. Each Party and its suppliers shall reasonably cooperate with the other Party's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving such Parties' employees, agents, or suppliers. Additionally, each Party reserves the right to bill the other Party for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that such Parties' employees, agents, or suppliers are responsible for the alleged act. Each Party shall bill the other Party for the replacement or repair of property, as appropriate, which is stolen or damaged where an investigation determines the culpability of the other Party's employees, agents, or suppliers and where the other Party agrees, in good faith, with the results of such investigation. Each Party agrees that it shall notify the other Party in writing immediately in the event that it discovers one of its employees working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section.

- 13.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly

prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

- 13.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 13.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13.11 BellSouth will use its best efforts to adequately secure the area which houses <<customer\_short\_name>>'s equipment to prevent unauthorized entry. BellSouth will immediately notify <<customer\_short\_name>>'s emergency contact of any actual or attempted security breaches to the <<customer\_short\_name>>'s collocation space to the extent BellSouth becomes aware of such breaches.

**14. Destruction of Collocation Space**

- 14.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar Acts of God or force majeure circumstances beyond a Party's reasonable control to such an extent as to be rendered wholly unsuitable for <<customer\_short\_name>>'s permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for <<customer\_short\_name>>'s permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to <<customer\_short\_name>>, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. <<customer\_short\_name>> may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If <<customer\_short\_name>>'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by <<customer\_short\_name>>. Where allowed and where practical, <<customer\_short\_name>> may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, <<customer\_short\_name>> shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for

<<customer\_short\_name>>'s permitted use, until such Collocation Space and access to necessary power is fully repaired and restored and <<customer\_short\_name>>'s equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where <<customer\_short\_name>> has placed an Adjacent Arrangement pursuant to Section 3.4 above, <<customer\_short\_name>> shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

**15. Eminent Domain**

- 15.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day, or the day upon which the Collocation Space can no longer be used for interconnection and access to unbundled network elements, whichever is earlier, with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and <<customer\_short\_name>> shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

**16. Nonexclusivity**

- 16.1 <<customer\_short\_name>> understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

**17. Notice of Non-Emergency Work**

- 17.1 BellSouth shall provide <<customer\_short\_name>> with written notice three (3) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that has a substantial likelihood of directly affecting the Collocation Space occupied by <<customer\_short\_name>>, or that is directly related to circuits that support <<customer\_short\_name>> equipment. BellSouth will inform <<customer\_short\_name>> by telephone of emergency related activity that BellSouth or its subcontractors may be performing that has a substantial likelihood of directly affecting the Collocation Space occupied by <<customer\_short\_name>>, or is directly related to circuits that support <<customer\_short\_name>> equipment.

Notification of any emergency related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary so that <<customer\_short\_name>> can take any action required to monitor or protect its service.

## ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Collocation arrangements.

### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and <<customer\_short\_name>> agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and <<customer\_short\_name>> shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. <<customer\_short\_name>> should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for <<customer\_short\_name>> to follow when working at a Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. <<customer\_short\_name>> will require its suppliers, agents and others accessing the Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by <<customer\_short\_name>> when operating in the Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the <<customer\_short\_name>> space with proper notification. BellSouth reserves the right to stop any <<customer\_short\_name>> work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the Premises by <<customer\_short\_name>> are owned by <<customer\_short\_name>>. <<customer\_short\_name>> will indemnify BellSouth



for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by <<customer\_short\_name>> or different hazardous materials used by <<customer\_short\_name>> at Premises. <<customer\_short\_name>> must demonstrate adequate emergency response capabilities for its materials used or remaining at the Premises.

- 1.6 Spills and Releases. When contamination is discovered at a Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by <<customer\_short\_name>> to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and <<customer\_short\_name>> will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and <<customer\_short\_name>> will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, <<customer\_short\_name>> must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and <<customer\_short\_name>> shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

## 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, <<customer\_short\_name>> agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. <<customer\_short\_name>> further agrees to cooperate with BellSouth to ensure that <<customer\_short\_name>>'s employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by <<customer\_short\_name>>, its employees, agents and/or suppliers.

- 2.2 The most current version of the reference documentation must be requested from <<customer\_short\_name>>'s BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations  Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450  Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.)  Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact RCM Representative)

Maintenance/operations work which may produce a waste	Compliance with all applicable local, state, & federal laws and regulations	Std T&C 450
Other maintenance work	Protection of BST employees and equipment	29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations  All Hazardous Material and Waste  Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-BST Supply Chain Services  Fact Sheet Series 17000  GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996  Std T&C 660-3  Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

### 3. DEFINITIONS

**Generator.** Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in

accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

#### 4. ACRONYMS

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - South Carolina						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l					
PHYSICAL COLLOCATION															
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0 0341	12 32	11 83	6 04	5.45					
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0 0341	12 32	11 83	6 04	5.45					
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0341	12 32	11.83	6.04	5.45					
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0 0341	12 32	11.83	6 04	5.45					
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0 0341	12 32	11.83	6.04	5.45					
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0341	12 32	11.83	6 04	5.45					
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	1.12	22 08	15.96	6.42	5.80					
PHYSICAL COLLOCATION															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,883.67								
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,570.10								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		602.05								
	Physical Collocation - Space Preparation - CO Modification per square ft			CLO	PE1SK	2.75									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	3.24									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.16									
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		794.22		22.54						
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	3.95									
	Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM	21.33									
	Physical Collocation - Power, -48V DC Power - per Fused Amp			CLO	PE1PL	9.19									
	Physical Collocation - Power Reconfiguration Only, Application Fee	I		CLO	PE1PR		400.33								
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.67									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.36									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	17.03									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	39.33									
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNLDX, UNCNX, UEA, UCL, UAL, UHL, UDC, UDN, UNCVX	PE1P2	0 0341	12 32	11.83	6.04	5.45					
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74					
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, UEPEX, UEPDX, USL, ULC, U1TD1, UNC1X	PE1P1	1 12	22 08	15 96	6.42	5.80					

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COLLOCATION - South Carolina											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3	PE1P3	14.21	20.94	15.23	7.39	5.93						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.01	25.61	19.90	9.73	8.26						
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	219.19										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.50										
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	74.72										
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0601	27.85									
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,077.57									
	Physical Collocation - CFA Information Resend Request, per premises, per request			CLO	PE1C9		77.71									
	Physical Collocation - Cable Records, per request			CLO	PE1CR		760.98	489.20	133.29							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		327.65		189.54							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.82		5.91							
	Physical Collocation, Cable Records, DS1, per T1 Tie			CLO	PE1C1		2.26		2.77							
	Physical Collocation, Cable Records, DS3, per T3 Tie			CLO	PE1C3		7.90		9.68							
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.68		77.30							
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.96	10.75								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.10	13.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.23	17.02								
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									

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COLLOCATION - South Carolina													Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates (\$)				
													Rec	First	Add'l	First	Add'l
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR	23.00											
	Physical Collocation Virtual to Physical Collocation In-Place, Per DS0 Circuit			CLO	PE1BP	23.00											
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS	33.00											
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE	37.00											
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space cable facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof			CLO	PE1B7	592.00											
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect Fiber Cable Support Structure, per linear ft			CLO	PE1ES	0.001											
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft			CLO	PE1DS	0.0015											
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT	584.42											
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA	1,136.597		42.808									
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs			CLO	PE1EB	18.14											
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC	940.688		42.808									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED	7.256											
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS	594.27			1.21								
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM	833.26			1.21								
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1	1,058.00			1.21								
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable	I		CLO	PE1OU	536.56											
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable	I		CLO	PE1DV	536.56											
ADJACENT COLLOCATION																	
	Adjacent Collocation - Space Charge per Sq Ft			CLOAC	PE1JA	0.0939											
	Adjacent Collocation - Electrical Facility Charge per Linear Ft			CLOAC	PE1JC	6.40											
	Adjacent Collocation - 2-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P2	0.0264	12.32	11.83	6.04	5.45							
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1P4	0.0527	12.42	11.90	6.40	5.74							
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1P1	1.03	22.08	15.96	6.42	5.80							
	Adjacent Collocation - DS3 Cross-Connects			UEA,UHL,UDL,UCL	PE1P3	14.00	20.94	15.23	7.39	5.93							
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.37	20.94	15.23	7.40	5.93							
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.53	25.61	19.90	9.73	8.26							
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,580.20										
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.67											
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.36											
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.03											
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	39.33											
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		308.38		168.60								
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	246.44											
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD	13.13											
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR	116.13											
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE	37.64											
	Remote Site DLEC Data (BR6DD), per Compact Disk, per CO			CLORS	PE1RR	234.50											

COLLOCATION - South Carolina											Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.96	10.75							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.10	13.89							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.23	17.02							
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT															
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27									
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134									
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															
VIRTUAL COLLOCATION															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,207.95		0.51						
	Virtual Collocation Administrative Only - Application Fee	I		AMTFS	VE1AF		743.66								
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		794.22		22.54						
	Virtual Collocation - Floor Space, per sq ft			AMTFS	ESPVX	3.95									
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	9.19									
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	18.66									
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ,UNCVX, UNCDX,UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45					
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, UAL,UDN,UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12,UDLO3, U1T48,U1T12, U1T03,ULDO3, ULD12,ULD48,UDF	CNC2F	2.86	20.94	15.23	7.40	5.93					
	Virtual Collocation - 4-Fiber Cross Connects			UDL12,UDLO3, U1T48,U1T12, U1T03,ULDO3, ULD12,ULD48,UDF	CNC4F	5.71	25.61	19.90	9.73	8.26					
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,UIC,ULR, UXTD1,UNC1X, ULDD1,U1TD1, USLEL,UNLD1, UEPEX,UEPDX	CNC1X	1.12	22.08	15.96	6.42	5.80					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,UE3,U1TD3, UXTS1,UXTD3, UNC3X,UNC3X, ULDD3,U1TS1, ULDS1,UDLSX, UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93					
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0022									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0033									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		536.56								
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		536.56								
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		760.98	489.20	133.29						
	Virtual Collocation Cable Records - VG/DSO Cable, per cable record			AMTFS	VE1BB		327.65		189.54						



COLLOCATION - South Carolina										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.82		5.91						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.26		2.77						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.90		9.68						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68		77.30						
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.96	10.75							
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.10	13.89							
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.23	17.02							
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.89							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02							
	Virtual Collocation - Request Resend of CFA Information, per CLLI			AMTFS	VE1QR		77.71								
VIRTUAL COLLOCATION															
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0317	12.32	11.83	6.04	5.45					
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0317	12.32	11.83	6.04	5.45					
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0317	12.32	11.83	6.04	5.45					
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0317	12.32	11.83	6.04	5.45					
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.0317	12.32	11.83	6.04	5.45					
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0317	12.32	11.83	6.04	5.45					
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	1.12	22.08	15.96	6.42	5.80					
Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.															

Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.







## **Attachment 5**

### **Access to Numbers and Number Portability**

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## ACCESS TO NUMBERS AND NUMBER PORTABILITY

### 1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where <<customer\_short\_name>> is utilizing its own switch, <<customer\_short\_name>> shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.
- 1.2 Where BellSouth provides local switching or resold services to <<customer\_short\_name>>, BellSouth will provide <<customer\_short\_name>> with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis.  
<<customer\_short\_name>> acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations.  
<<customer\_short\_name>> may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to <<customer\_short\_name>>) telephone numbers per rate center if the following conditions are met:
  - 1.2.1 <<customer\_short\_name>> must: (1) indicate that all of the intermediate numbers currently held by <<customer\_short\_name>> in each rate center where <<customer\_short\_name>> will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where <<customer\_short\_name>> will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by <<customer\_short\_name>> in the rate center where <<customer\_short\_name>> is requesting telephone numbers has reached at least 70%. The above information will be provided by <<customer\_short\_name>> by submitting to BellSouth a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" ("MTE Worksheet"), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where <<customer\_short\_name>> will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by <<customer\_short\_name>> to End Users by the total number of intermediate numbers held by <<customer\_short\_name>> in the rate center and multiplying the result by one hundred (100). After June 30, 2004, rate center utilization level must be at 75% (Part F of the MTE Worksheet).
  - 1.2.2 If fulfilling <<customer\_short\_name>>'s request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the

required numbering request to the national numbering administrator to satisfy <<customer\_short\_name>>'s request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy <<customer\_short\_name>>'s request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by <<customer\_short\_name>> for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

- 1.2.3 <<customer\_short\_name>> agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.2 above.
- 1.3 <<customer\_short\_name>> acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a NPA. These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted as per the jeopardy guidelines developed by the industry, BellSouth may request that <<customer\_short\_name>> cancel all or a portion of its unassigned intermediate numbers. <<customer\_short\_name>> consent to BellSouth's request shall not be unreasonably withheld.
- 2. **LNP**
  - 2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
  - 2.2 End User Line Charge. Where <<customer\_short\_name>> subscribes to BellSouth's local switching, BellSouth shall bill and <<customer\_short\_name>> shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.
  - 2.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).
  - 2.4 Network Architecture. The parties agree to adhere to applicable FCC Rules and Orders governing LNP network architecture.
  - 2.5 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.
  - 2.6 N-1 Query. The parties agree to adhere to applicable FCC Rules and Orders governing LNP N-1 queries.

- 2.7 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, Customers of each Party may port reserved numbers that the Customer has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.
- 2.8 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. BellSouth and <<customer\_short\_name>> shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. BellSouth and <<customer\_short\_name>> shall permit end-users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2 of this Agreement. In the event a rate is not available then the Parties shall negotiate a rate for such services.
- 2.9 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.10 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported, and 2) provides for the new service provider to be in control of when a number ports.
- 2.11 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.
- 2.12 BellSouth and <<customer\_short\_name>> will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.
3. **OSS RATES**
- 3.1 The terms, conditions and rates for OSS are as set forth in Attachments 1 and 2.







**Attachment 6**

**Pre-Ordering, Ordering, Provisioning,  
Maintenance and Repair**

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## PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. **QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**
  - 1.1 Nondiscriminatory Access. BellSouth shall provide to <<customer\_short\_name>> access to its Operations Support Systems (OSS) and the necessary information contained therein in order that <<customer\_short\_name>> can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with FCC and Commission rules and orders. Detailed guidelines for ordering and pre-ordering are set forth in the Local Ordering Handbook (LOH) on the interconnection web site, <http://interconnection.bellsouth.com/guides/html/leo.html>, for maintenance and repair at [http://www.interconnection.bellsouth.com/guides/html/other\\_guides.html](http://www.interconnection.bellsouth.com/guides/html/other_guides.html) and for billing at <http://www.interconnection.bellsouth.com/guides/html/billing.html>. Except where otherwise required by Commission order, where practicable, BellSouth will notify <<customer\_short\_name>> of changes to ordering, preordering, provisioning, maintenance and repair, and billing interfaces and business rules via the appropriate BellSouth web site thirty (30) calendar days prior to such changes. In addition, BellSouth will use its best efforts, upon <<customer\_short\_name>>'s request to BellSouth's Interconnection Services (ICS) website group at [wmag@bellsouth.com](mailto:wmag@bellsouth.com), to provide such notices via e-mail to the address specified by <<customer\_short\_name>>.
  - 1.2 **Regular Working Hours/Overtime.** For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:
 

Monday – Friday –	8:00 a.m. – 5:00 p.m. (Excluding Holidays)
	(Resale/UNE non-coordinated, coordinated orders and order coordinated-time specific)
Saturday -	8:00 a.m. – 5:00 p.m. (Excluding Holidays)
	(Resale/UNE non-coordinated orders)
  - 1.2.1 The above hours represent the hours, either Eastern or Central Time, of the location where the End User is located and the physical work associated with providing service to that End User is being performed.
  - 1.2.2 To the extent <<customer\_short\_name>> requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of regular working hours, overtime billing charges pursuant to Section A2.3.15 of

BellSouth's General Subscriber Services Tariff for the applicable state shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or Project Manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of <<customer\_short\_name>>, BellSouth will not assess <<customer\_short\_name>> additional charges beyond the rates and charges specified in this Agreement.

- 1.3 <<customer\_short\_name>> and BellSouth will utilize standard industry formats and data elements developed by the Alliance for Telecommunications Industry Solutions ("ATIS"), including without limitation to the Ordering and Billing Forum ("OBF") ("ATIS and its associated committees"). Where standard industry formats and data elements are not developed by ATIS and its associated committees, <<customer\_short\_name>> and BellSouth may cooperatively work to pursue their development through these industry standards organizations. For non-industry standard changes that will affect systems within the scope of the Change Control Process (changes that affect external users of BellSouth's OSS interfaces and associated manual processes and documentation) to the extent <<customer\_short\_name>> elects to address such changes <<customer\_short\_name>> will use the CCP located at [http://www.interconnection.bellsouth.com/markets/lec/ccp\\_live/index.html/main/clec.html](http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html) to address the specific requirements. When an ATIS and its associated committees standard or format is subsequently adopted, the Parties will utilize the CCP located at [http://www.interconnection.bellsouth.com/markets/lec/ccp\\_live/index.html/main/clec.html](http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html) to determine how to transition the implementation of the ATIS and its associated committees standard or format.

## 2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 Interfaces. BellSouth shall provide <<customer\_short\_name>> access to OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of <<customer\_short\_name>> to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for <<customer\_short\_name>>'s access and use of BellSouth's electronic interfaces are set forth at [www.interconnection.bellsouth.com/guides/html/lens\\_tafi.html](http://www.interconnection.bellsouth.com/guides/html/lens_tafi.html) (Programming Interfaces) and are incorporated herein by reference.
- 2.2 For each OSS system training class offered by BellSouth, BellSouth shall make available one free seat per year. Job aids for updates to such OSS training information are available to <<customer\_short\_name>> on the BellSouth Website.

- 2.2.1 Prior to initial live access to interface functionality and subject to mutual agreement, the Parties shall conduct cooperative testing which will allow for the testing of the systems, interfaces, and processes for the OSS functions as defined at the BellSouth Interconnection website for testing, <http://interconnection.bellsouth.com/clectest/index.html>, and in CCP Section 10, [http://interconnection.bellsouth.com/markets/lec/ccp\\_live/docs/bccp/ccp\\_bccp\\_guide.pdf](http://interconnection.bellsouth.com/markets/lec/ccp_live/docs/bccp/ccp_bccp_guide.pdf).
- 2.2.2 Each BellSouth interface shall be available, except for maintenance, emergency repair and scheduled downtime necessary for situations such as systems upgrades and applications releases as indicated in the OSS System Hours of Availability at [www.interconnection.bellsouth.com/oss/oss\\_hour.html](http://www.interconnection.bellsouth.com/oss/oss_hour.html), except as modified through Carrier Notification Letters, and is incorporated herein by reference twenty-four (24) hours a day, seven (7) days a week.
- 2.2.2.1 BellSouth will provide a minimum of fifteen (15) calendar days advanced notice of any scheduled maintenance and scheduled downtime outside the regularly scheduled system downtime. Maintenance shall normally be scheduled when systems experience minimum usage. Downtime for emergency repair (Type 1 System Outage) will be given within fifteen (15) minutes of when it is known via email and web posting. Non-scheduled maintenance is defined in BellSouth's Operational Understanding located at [http://www.interconnection.bellsouth.com/guides/other\\_guides/html/gopeu001/index.htm](http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm) as additional activity by BellSouth during a normal repair/alarm process that would require immediate maintenance action to prevent further service degradation or service interruption. This then would not lend itself to a scheduled maintenance interval or End User notification and BellSouth would employ the same process as BellSouth would use for its Retail End Users.
- 2.3 Single Point of Contact/Blanket LOA. <<customer\_short\_name>> will be the single point of contact with BellSouth for ordering activity for network elements and other services used by <<customer\_short\_name>> to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. <<customer\_short\_name>> and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of end-user authorization will not be necessary with every request. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable FCC and Commission rules and orders.
- 2.4 Batch Transmission. Upon request, BellSouth shall provide <<customer\_short\_name>> with pre-order information in batch transmission to the extent BellSouth makes it available or provides it to any other Telecommunications Carrier on the same terms and conditions and at the same rates.

- 2.5 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to its OSS and the information contained therein in order that <<customer\_short\_name>> can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Customer record information includes any and all customer specific information which will be provided as set forth in BellSouth's Customer Service Record (CSR) Job Aid and Parsed Customer Service (PCSR) Job Aid, Issue 2C-October, 2002, which is accessible via the Internet at the following web site:  
<http://www.interconnection.bellsouth.com/guides/bpobr/html/gcsrj001/index.htm>.  
 Access to customer record information will be provided through the CLEC OSS interfaces.
- 2.5.1 Parties Disagree  
<<customer\_short\_name>> Version CSR information shall include customer payment history to the extent authorized or required by the FCC, Commission or End User.  
[BellSouth Version] No Section.
- 2.5.2 BellSouth shall provide electronic access to current and accurate CSR information in accordance with the BellSouth LOH which is accessible via the Internet at the following web site: <http://interconnection.bellsouth.com/guides/html/leo.html>. The response interval and average response time will be as required by SQM OSS.
- 2.5.3 Parsing. BellSouth shall provide parsed CSR information as set forth in BellSouth's Customer Service Record (CSR) Job Aid and Parsed Customer Service (PCSR) Job Aid, Issue 2C-October, 2002 which is accessible via the Internet at the following web site:  
<http://www.interconnection.bellsouth.com/guides/bpobr/html/gcsrj001/index.htm>.
- 2.5.4 BellSouth shall provide <<customer\_short\_name>> with nondiscriminatory access to the loop qualification information that is available to BellSouth, so that <<customer\_short\_name>> can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that <<customer\_short\_name>> intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper; the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the

electrical parameters of the loop, which may determine the suitability of the loop for various technologies.

2.5.5

**[Parties Disagree]**

**[<<customer\_short\_name>> Version]** Subject to the same exclusions that apply to BellSouth's delivery of CSRs, <<customer\_short\_name>> shall **use best efforts** to provide to BellSouth access to CSRs within **an average of five (5) business days of a valid request**.

**[BellSouth Version]** Subject to the same exclusions that apply to BellSouth's delivery of CSRs, <<customer\_short\_name>> shall provide to BellSouth access to CSRs within **four (4) hours after request via electronic access where available**. If electronic access is not available, <<customer\_short\_name>> shall provide to BellSouth paper copies of customer record information including circuit numbers associated with each telephone number where applicable within **forty-eight (48) hours of a valid request**.

2.5.6

The Parties agree not to view, copy, or otherwise obtain access to the CSR information of any customer without that customer's permission. The Parties will obtain access to CSR information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.

2.5.6.1

LOA Request. Either Party may request that the other provide a copy of an appropriate LOA. The Parties shall use best efforts to provide such a copy within seven (7) business days.

2.5.6.2

**[<<customer\_short\_name>> Version]** Notice of Noncompliance. If, after receipt of a requested LOA or, if no LOA is provided by the **seventh (7th) business day after such request has been made**, the requesting Party determines that the other Party has accessed CSR information without having obtained the proper End User authorization, the requesting Party will send written notice to the other Party specifying the alleged noncompliance. **The Party receiving the notice agrees to acknowledge receipt of the notice as soon as practicable. If the Party receiving the notice does not dispute the other Party's assertion of non-compliance, the receiving Party agrees to provide the other Party with notice that appropriate corrective measures have been taken or will be taken as soon as practicable.**

**[BellSouth Version]** Notice of Noncompliance. If, after receipt of a requested LOA, the requesting Party determines that the other Party has accessed CSR information without having obtained the proper End User authorization, **or, if no LOA is provided by the seventh (7th) business day after such request has been made**, the requesting Party will send written notice to the other Party specifying the alleged noncompliance.

2.5.6.3

**[<<customer\_short\_name>> Version]** Disputes over Alleged Noncompliance. If one Party disputes the other Party's assertion of non-compliance, that Party shall notify the other Party in writing of the basis for its assertion of compliance. If the receiving Party fails to provide the other Party with notice that appropriate corrective measures have been taken within a reasonable time or provide the other Party with proof sufficient to persuade the other Party that it erred in asserting that the non-compliance, the requesting Party shall proceed pursuant to the dispute resolution provisions set forth in the General Terms and Conditions. In such instance, the Parties cooperatively shall seek expedited resolution of the dispute. All such information obtained through the process set forth in this Section 2.5.5 shall be deemed Information covered by the Proprietary and Confidential Information Section in the General Terms and Conditions of this Agreement.

[BellSouth Version] Disputes over Alleged Noncompliance. In its written notice to the other Party the alleging Party will state that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifth (5<sup>th</sup>) calendar day following the date of the notice. In addition, the alleging Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the alleging Party may terminate the provision of access to ordering systems to the other Party and may discontinue the provisioning of existing services if such use is not corrected or ceased by the tenth (10<sup>th</sup>) calendar day following the date of the initial notice. If the other Party disagrees with the alleging Party's allegations of unauthorized use, the other Party shall proceed pursuant to the dispute resolution provisions set forth in the General Terms and Conditions. All such information obtained through the process set forth in this Section 2.5.5 shall be deemed Information covered by the Proprietary and Confidential Information Section in the General Terms and Conditions of this Agreement.

2.6

**[Parties Disagree]**

**[<<customer\_short\_name>> Version]** Service Ordering and Provisioning. BellSouth will provide the capability to place orders electronically and/or manually. <<customer\_short\_name>> can determine if orders can be placed electronically for a certain product by reviewing the LOH found on BellSouth's web site located at <http://interconnection.bellsouth.com/guides/html/leo.html>. Electronic ordering will be made available via a single interface for ordering and pre-ordering or the integration of a pre-ordering and ordering interface. <<customer\_short\_name>> may integrate the EDI interface with the EDI pre-ordering interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests. Facsimile and e-



mail shall not be considered electronic interfaces. If at any time such interfaces are not available to make placement of an electronic local service request (LSR) possible, <<customer\_short\_name>> shall use the manual LSR process for the ordering of all services and network elements and any combination thereof. Such manual LSRs must be submitted via facsimile except when pre-arranged with BellSouth to mail manual LSRs of over one hundred (100) pages. **In such cases,** <<customer\_short\_name>> will be assessed the lower electronically submitted OSS rate. BellSouth will make available the CLEC OSS ordering interface for the purpose of exchanging order information, including CLEC Service Order Tracking System (CSOTS) order status and completion notification, for non-complex and certain resale requests, certain network elements and network element combinations.

[BellSouth Version] Service Ordering and Provisioning. BellSouth will provide the capability to place orders electronically and/or manually. <<customer\_short\_name>> can determine if orders can be placed electronically for a certain product by reviewing the LOH found on BellSouth's web site located at <http://interconnection.bellsouth.com/guides/html/leo.html>. Electronic ordering will be made available via a single interface for ordering and pre-ordering or the integration of a pre-ordering and ordering interface. <<customer\_short\_name>> may integrate the EDI interface with the EDI pre-ordering interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests. Facsimile and e-mail shall not be considered electronic interfaces. If at any time such interfaces are not available to make placement of an electronic local service request (LSR) possible, <<customer\_short\_name>> shall use the manual LSR process for the ordering of all services and network elements and any combination thereof. Such manual LSRs must be submitted via facsimile except when pre-arranged with BellSouth to mail manual LSRs of over one hundred (100) pages. **In the case of outages of BellSouth's OSS interfaces,** <<customer\_short\_name>> will be assessed the lower electronically submitted OSS rate if <<customer\_short\_name>> **must submit LSRs manually during periods of systems outages by complying with the rules specified in the LOH located at** <http://interconnection.bellsouth.com/guides/html/leo.html>. BellSouth will make available the CLEC OSS ordering interface for the purpose of exchanging order information, including CLEC Service Order Tracking System (CSOTS) order status and completion notification, for non-complex and certain resale requests, certain network elements and network element combinations.

- 2.6.1 Interconnection trunking will be ordered via an ASR and shall be billed in accordance with Attachment 3.
- 2.6.2 <<customer\_short\_name>> may submit, and BellSouth will accept, orders for services and network elements as per the reasonable and nondiscriminatory requirements contained in the BellSouth LOH located at <http://interconnection.bellsouth.com/guides/html/leo.html>. Notice of changes or

additions to ordering procedures resulting from new Services and Elements shall be provided to <<customer\_short\_name>> through BellSouth's Carrier Notifications which can be accessed at BellSouth's Internet site: <http://www.interconnection.bellsouth.com/notifications>.

- 2.6.3 Upon receipt of an order for a conversion, from a BellSouth retail End User to a CLEC with either UNE or Resale services, BellSouth will: (i) process disconnect and reconnect orders, if necessary, to provision the service which shall be due-dated using the reasonable and nondiscriminatory interval guidelines set forth in Section 8 of the LOH which is accessible via the Internet at the following web site: <http://interconnection.bellsouth.com/guides/html/leo.html>, (ii) where applicable reuse the service facility for retail, resale service, or individual loop(s) and/or port(s) at the same location, and (iii) notify <<customer\_short\_name>> subsequent to the order being completed.
- 2.6.4 <<customer\_short\_name>> will specify on each order its Desired Due Date (DDD) for completion of that particular order. BellSouth shall assign a due date which shall be the later of the date for the interval specified in Section 8 of the LOH, located at <http://interconnection.bellsouth.com/guides/html/leo.html>, or <<customer\_short\_name>>'s DDD. BellSouth shall not complete the provisioning for that order prior to due date unless early turn-up is needed for testing purposes or <<customer\_short\_name>> otherwise consents to such early turn-up and order completion. BellSouth will make best effort to meet the due date for service requests. BellSouth will notify <<customer\_short\_name>> if the due date cannot be met and shall assign the earliest due date possible. When the DDD is less than the standard interval, <<customer\_short\_name>> shall use the expedite request field on the order. If <<customer\_short\_name>> requests that an order be expedited, BellSouth shall notify <<customer\_short\_name>> of the status of the order and the due date which shall be (1) for a non-designed order, (a) the expedite date, (b) the earliest date it can be worked after the expedite date or (c) the standard date, or (2) for an UNE order, (a) the expedite date or (b) the standard date as the DD, with the return of the Firm Order Confirmation (FOC) within the interval required by SQM O-9. Service date advancement charges shall be as set-forth in Exhibit A of Attachment 2 of this Agreement.
- 2.6.5 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by <<customer\_short\_name>>, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in Section 8 of the LOH, located at <http://interconnection.bellsouth.com/guides/html/leo.html>. The charges shall be as set-forth in Exhibit A of Attachment 2 of this Agreement and will apply only where Service Date Advancement has been specifically requested by the requesting Party, and the element or service provided by the other Party meets all technical specifications and is provisioned to meet those technical specifications. If <<customer\_short\_name>> accepts service on the plant test date (PTD) normal recurring charges will apply from that date but Service Date Advancement charges

will only apply if <<customer\_short\_name>> previously requested the order to be expedited and the expedited DD is the same as the original PTD.

- 2.6.6 Missed Due Dates. In the case of a missed due date, the Parties shall work cooperatively to complete the order as soon as possible. In the event that a missed due date is one associated with a Service Date Advancement request, Service Date Advancement charges will not apply if BellSouth fails to complete the order prior to the standard interval or a negotiated interval. When the missed due date is the fault of <<customer\_short\_name>> or its End User, subsequent order processing fees will apply. When it is a BellSouth error, subsequent order processing fees will not apply.
- 2.6.7 Cancellation Charges. If either Party cancels a request for network elements or other services, any costs incurred by the provisioning Party in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff Section B2.4.14 or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if <<customer\_short\_name>> places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements or services requested and another compatible facility cannot be found with the transmission characteristics of the network elements or services originally requested, cancellation charges described in this Section shall not apply. Where <<customer\_short\_name>> places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, <<customer\_short\_name>> may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should <<customer\_short\_name>> elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup. Notwithstanding the foregoing, if <<customer\_short\_name>> places a single LSR for an unbundled network combination, as described in Section 5 of Attachment 2 of this Agreement, based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested in accordance with the transmission characteristics of the network elements requested, cancellation charges described in this Section shall not apply.
- 2.6.8 Resale Service Orders. Resale service orders shall be available per the BellSouth LOH which can be found at BellSouth's Internet site:  
<http://interconnection.bellsouth.com/guides/html/leo.html>.
- 2.6.8.1 BellSouth shall not require a disconnect order from an End User, <<customer\_short\_name>>, or another CLEC in order to process a <<customer\_short\_name>> order for a Resale service available under Attachment 1 to this Agreement.

- 2.6.9 FOCs, Completion Notices, Jeopardies and DLRs. BellSouth shall provide to <<customer\_short\_name>> electronic and manual interfaces for transmitting orders and receiving FOCs, Completion Notices (for electronically submitted orders only, for manual orders completions can be viewed in CSOTS), Jeopardies, Design Layout Records, Rejections and, as available, other provisioning data and information. BellSouth shall provide <<customer\_short\_name>> with a FOC for each Resale and UNE order. The information provided on the FOC will be as described in the Product Information Packages and BellSouth LOH which can be found at BellSouth's Internet site:  
<http://interconnection.bellsouth.com/guides/html/leo.html>.
- 2.6.9.1 BellSouth shall provide to <<customer\_short\_name>> a FOC within time periods as specified by SQM O-9. For a LSR in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, and South Carolina, after the FOC is sent the order will be sent for a review of available facilities. If a facility jeopardy is found it is posted on the Pending Facilities (PF) Report found on the PMAP web site located at <https://pmap.bellsouth.com/default.aspx>. The order is then sent to the Service Advocacy Center/Outside Plant Engineering group to seek out alternative facilities and if none are found to create a work order to provide relief. Once alternative facilities are found or facilities are cleared/installed the order is cleared for completion. The process is the same for the LSRs submitted in the states of Florida, North Carolina and Tennessee where the available facilities are reviewed prior to returning the FOC.
- 2.6.10 Rejections/Errors. BellSouth shall reject and return to <<customer\_short\_name>> any local service request that BellSouth cannot provision due to technical reasons or due to missing, inaccurate or illegible information. When a LSR is rejected, BellSouth shall, in its reject notification, specifically identify and describe, using specified error codes and additional written explanation where necessary, the reasons for which the LSR was rejected. BellSouth will always use best efforts to identify all errors and any need for clarification before rejecting the LSR to <<customer\_short\_name>>, and to avoid serial requests for LSR correction or clarification. BellSouth will not be able to check for potential dependency conditions created by new data on a clarified request that might cause a serial error when the new data is inputted.
- 2.6.10.1 BellSouth will identify errors in accordance with BellSouth's LSR error messages documentation, which contains error codes applicable to a LSR and a description of the errors such codes identify. BellSouth will make available such documentation on BellSouth's interconnection web site, <http://www.interconnection.bellsouth.com/guides/html/lsr.html>. BellSouth will work cooperatively with <<customer\_short\_name>> as reasonably necessary to assist <<customer\_short\_name>> in identifying and understanding LSR errors and associated error codes. Supplemental written explanation of the reasons for the reject will be included, as necessary to pinpoint the error or need for clarification and to prevent the need for serial correction and/or clarification.

- 2.6.11.2 If a LSR is rejected more than once for error or clarification, no additional supplemental order charges shall apply.
- 2.6.11 Due dates cannot be considered confirmed until a complete and accurate Service Request has been entered into BellSouth's service request processing systems. A due date may be adjusted for an order that has been rejected for error or clarification. Serial requests for correction and/or clarification may also trigger a new due date. When a due date is impacted by an invalid clarification by BellSouth, at <<customer\_short\_name>>'s request, BellSouth will make a best effort to honor the due date measured from the original submission of the complete and accurate service request or give the next available date.
- 2.6.12 Service Request Changes (Supplemental Service Requests). If an installation or other <<customer\_short\_name>>-requested work requires a change from the original <<customer\_short\_name>> service request in any manner while the BellSouth technician is onsite, BellSouth shall notify the appropriate <<customer\_short\_name>> ordering center designated in advance of performing the installation or other work to obtain authorization. BellSouth shall then provide <<customer\_short\_name>> an estimate of additional labor hours or materials. After all installation or other work is completed, BellSouth shall immediately notify the <<customer\_short\_name>> ordering center that approved the supplemental service request(s) of the actual labor hours or materials used.
- 2.6.12.1 If provisioning of a service request can only be partially completed due to unavailable facilities, BellSouth shall notify <<customer\_short\_name>> in accordance with the pending facilities procedures set forth in Section 2.6.14 below.
- 2.6.12.2 If <<customer\_short\_name>>'s End User requests a service change at the time of installation or other service visit performed by BellSouth technicians, BellSouth shall immediately notify <<customer\_short\_name>> at the telephone number on the service order of that request. The BellSouth technician should notify <<customer\_short\_name>> in the presence of the <<customer\_short\_name>> End User and provide an estimate of additional labor hours or materials needed so that <<customer\_short\_name>> can negotiate authority to install the requested service directly with that End User and the technician and revise appropriate ordering documents as necessary. At no time should the BellSouth representative perform any work not ordered by <<customer\_short\_name>>, even at the End User's request, without approval from the <<customer\_short\_name>> ordering center. After all installation or other work is completed, BellSouth shall immediately notify <<customer\_short\_name>> of the actual labor hours or materials used to the <<customer\_short\_name>> ordering center that authorized the supplemental service request(s).
- 2.6.13 Pending Facility Situations. BellSouth shall provide to <<customer\_short\_name>> notification of any known facility jeopardy situations when they occur via the password protected PF Report on the PMAP web site

located at <http://pmap.bellsouth.com/default.aspx> and via CSOTS. When BellSouth is able to provide a new committed due date, BellSouth shall provide <<customer\_short\_name>> a FOC containing the new due date if the date is later than the original due date on a nondiscriminatory basis with itself and other CLECs.

- 2.6.14 Status. BellSouth shall provision Resale Services and UNEs as prescribed in <<customer\_short\_name>>'s service order requests. Access to FOC status on electronically submitted orders and other status states for electronically and manually submitted orders shall be provided via CSOTS located at <https://csots.bellsouth.com>. Access to FOC status on manually submitted service order requests shall be provided on BellSouth's PMAP Internet website at <http://pmap.bellsouth.com/default.aspx>.
- 2.6.15 Lack of Facilities Notice. BellSouth shall provide notice of a lack of facilities availability in accordance with SQM P-2.
- 2.6.16 Orders placed in hold or pending status by <<customer\_short\_name>> will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, <<customer\_short\_name>> shall be required to submit a new service request. Incorrect or invalid requests returned to <<customer\_short\_name>> for correction or clarification will be held for thirty (30) calendar days. If <<customer\_short\_name>> does not return a corrected request within thirty (30) calendar days, BellSouth will cancel the request.
- 2.6.17 Testing. BellSouth shall perform all pre-testing necessary to ensure the services ordered meet the specifications outlined in the technical reference for the service being ordered. Such tests will include all of the tests that BellSouth would perform for the turnup of its own service. Upon request, BellSouth shall provide <<customer\_short\_name>> with the results from all tests when available.
- 2.6.18 <<customer\_short\_name>> and BellSouth will perform cooperative testing, if requested by <<customer\_short\_name>>, to test Services and Elements purchased by <<customer\_short\_name>> where BellSouth performs cooperative testing on like services for its retail entity. At a minimum, cooperative testing performed will include margin, attenuation and insertion loss tests. In situations where a requested test is not normally performed by BellSouth to provision a circuit, Additional Cooperative Acceptance Testing ("ACAT") charges will apply in accordance with Section 13.3.5 of BellSouth's FCC Tariff 1. In situations where a requested test is not normally performed by BellSouth to address a trouble ticket on a circuit, Additional Cooperative Acceptance Testing ("ACAT") charges will apply in accordance with Section 13.3.5 of BellSouth's FCC Tariff 1.
- 2.6.19 Both Parties shall work cooperatively if required to isolate and clear troubles that cannot be isolated to a particular Party's network.

- 2.6.20 For maintenance issues, BellSouth will perform testing with the issuance of a trouble report identifying a possible trouble condition in BellSouth's network. BellSouth will perform intrusive testing during the periods authorized by <<customer\_short\_name>> on the trouble report. Where feasible, BellSouth shall perform electronic loop tests at <<customer\_short\_name>>'s request. BellSouth shall provide <<customer\_short\_name>> with the results from all tests when available. In situations where a requested test is not normally performed by BellSouth to provision a circuit, ACAT charges will apply. If the trouble is found in BellSouth's network through the performance of the ACAT testing, no ACAT charges will be charged.
- 2.6.21 Tag and Locate. BellSouth must properly and physically tag and locate all circuits, if ordered by <<customer\_short\_name>>, regardless of provisioning method employed by BellSouth. In cases where BellSouth would not otherwise dispatch to provision a circuit, and <<customer\_short\_name>> requests Tagging, <<customer\_short\_name>> will incur the Loop Tagging charges set forth in Exhibit A of Attachment 2 of this Agreement.
- 2.6.22 Suspend/Restore Orders. Upon <<customer\_short\_name>>'s request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Services and Elements provided pursuant to this Agreement.
- 2.6.23 Unless otherwise ordered by <<customer\_short\_name>>, when <<customer\_short\_name>> orders services and network elements pursuant to this Agreement, all preassigned trunk or telephone numbers currently associated with those services and network elements shall be retained without loss of switched based features where such features exist. <<customer\_short\_name>> shall be responsible for ensuring that associated functions (e.g., entries to databases and 911/E911 capability) are properly ordered or retained on the service request.
- 2.6.24 Completion Notification. Upon completion of a service request submitted electronically, and once BellSouth's systems determine that the service order is completed, BellSouth shall submit to <<customer\_short\_name>>, via the same electronic interface used to submit the LSR, a completion notification that complies with the OBF/LSOG business rules and ATIS models, as adopted by the CCP. Completion information for local service requests submitted both manually and electronically is available via BellSouth's web-based system known as CSOTS.
- 2.6.25 ~~[Parties Disagree]~~  
~~[<<customer\_short\_name>> Version]~~ Subject to the same exclusions that apply to BellSouth's delivery of a FOC, <<customer\_short\_name>> shall use best efforts to return a FOC to BellSouth, for purposes of porting a number, within an average of five (5) business days, for noncomplex orders, after <<customer\_short\_name>>'s receipt from BellSouth of a valid LSR.

[BellSouth Version] <<customer\_short\_name>> shall return a FOC to BellSouth within thirty-six (36) hours, exclusive of Saturdays, Sundays and Holidays, after <<customer\_short\_name>>'s receipt from BellSouth of a valid LSR.

2.6.26

[Parties Disagree]

[<<customer\_short\_name>> Version] Subject to the same exclusions that apply to BellSouth's delivering a Reject Response, <<customer\_short\_name>> shall use best efforts to provide a Reject Response to BellSouth within an average of forty-eight (48) hours, for noncomplex orders and exclusive of Saturdays, Sundays and Holidays, after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.

[BellSouth Version] <<customer\_short\_name>> shall provide a Reject Response to BellSouth within twenty-four (24) hours, exclusive of Saturdays, Sundays and Holidays, after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.

2.7

Maintenance and Repair. <<customer\_short\_name>> may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting and monitoring, including, but not limited to CPSS-TA and the following interfaces. For exchange services, BellSouth offers <<customer\_short\_name>> nondiscriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides nondiscriminatory trouble reporting via the ECTA Gateway. BellSouth provides <<customer\_short\_name>> an estimated time to repair, as appropriate, on trouble reports. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth service technicians provide to <<customer\_short\_name>> and its End Users repair service that is nondiscriminatory in relation to that provided to BellSouth and its End Users and shall receive response time priority that is at least equal to that of BellSouth and its similarly situated End Users. BellSouth will employ the Telecommunications Service Priority (TSP) System in its restoration of National Security and Emergency Preparedness (NS/EP) telecommunications services.

2.7.1

BellSouth and <<customer\_short\_name>> agree to adhere to BellSouth's Operational Understanding. The Operational Understanding may be assessed via the Internet at [http://www.interconnection.bellsouth.com/guides/other\\_guides/html/gopeu001/index.htm](http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm). For services provided through resale, BellSouth agrees to provide <<customer\_short\_name>> with scheduled maintenance for residence and small business End Users consistent with the Operational Understanding available at [http://www.interconnection.bellsouth.com/guides/other\\_guides/html/gopeu001/index.htm](http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm). BellSouth agrees to provide <<customer\_short\_name>> notification of



Central Office conversions consistent with the Operational Understanding available at  
[http://www.interconnection.bellsouth.com/guides/other\\_guides/html/gopeu001/index.htm](http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm).

- 2.7.2 Maintenance charges for premises visits by BellSouth technicians shall be billed by <<customer\_short\_name>> to its End User, and not by BellSouth. The BellSouth technician shall: (i) contact <<customer\_short\_name>> for authorization; (ii) provide an estimate of time and materials required to <<customer\_short\_name>>; and (iii) notify <<customer\_short\_name>> if a subsequent visit is required. If additional premises work is required that cannot be performed on that visit, BellSouth shall call <<customer\_short\_name>> to schedule another premises visit. Wherever possible, BellSouth will schedule appointments while a technician is at the premises with the End User on the line so that <<customer\_short\_name>> can schedule a new appointment with BellSouth and End User at the same time.
- 2.7.2.1 BellSouth will bill maintenance charges for premises visits to <<customer\_short\_name>> in accordance with the provisions of this Attachment.
- 2.7.3 When maintenance charges are incurred during premises visits, the BellSouth technician shall present the End User with a copy of a nonbranded warranty page that has the order number or trouble ticket number and date on it. If additional work will be necessary, BellSouth shall make an additional appointment with the <<customer\_short\_name>>'s End User.
- 2.7.4 BellSouth shall provide <<customer\_short\_name>> with access to a user interface which is functionally equivalent to the interface used by BellSouth's retail maintenance and repair centers for processing trouble reports. Such functionality shall be that described in the corresponding documentation located on the BellSouth CLEC web site at  
[http://www.interconnection.bellsouth.com/guides/html/lens\\_tafi/html](http://www.interconnection.bellsouth.com/guides/html/lens_tafi/html).
- 2.7.5 BellSouth supports the machine-to-machine maintenance and repair interface defined by the ANSI National Standards (T1.227, T1.228 and T1.262). Upon completion of a Joint Implementation Agreement ("JIA") with BellSouth, <<customer\_short\_name>> shall have access to this interface. The functionality of this interface shall be that described in the corresponding documentation published on the BellSouth CLEC web site at  
[http://www.interconnection.bellsouth.com/guides/activation/pdf/clec\\_jia.pdf](http://www.interconnection.bellsouth.com/guides/activation/pdf/clec_jia.pdf). A sample JIA is also available at this site.
- 2.7.5.1 In addition to systems and interfaces currently available, BellSouth may provide <<customer\_short\_name>> access to other maintenance and repair interfaces (as the result of the CCP or other stimuli) whose functionality matches the corresponding documentation published on the BellSouth CLEC web site at  
<http://www.interconnection.bellsouth.com>. Such interfaces shall not replace current interfaces prior to being addressed through CCP.

- 2.7.6 BellSouth shall make every reasonable effort to notify <<customer\_short\_name>> upon completion of a trouble report. BellSouth will close out trouble reports in accordance with SQM M&R-3.
- 2.7.7 <<customer\_short\_name>> may enter a trouble report with BellSouth when a central office feature or function is not performing. If <<customer\_short\_name>>'s circuit/telephone number that is in trouble is riding a trunk that belongs to another carrier, <<customer\_short\_name>> can submit a central office features trouble report if the circuit/telephone number has switch translations on it.
- 2.7.8 BellSouth shall advise <<customer\_short\_name>> of known central office, interoffice (such as fiber cuts), and repeater failures that are known at the time of trouble report issuance. BellSouth shall notify <<customer\_short\_name>> of switch failures pursuant to the Disaster Recovery Plan in 10 of this Agreement if applicable. <<customer\_short\_name>> will also be notified of FCC reportable events after having subscribed to the CLEC email list server in accordance with the Operational Understanding located at [http://www.interconnection.bellsouth.com/guides/other\\_guides/html/gopeu001/index.htm](http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm). BellSouth agrees to provide an Estimated Time To Repair (ETTR), an appointment time or commitment time, as appropriate, on all trouble reports. The Parties are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which affect the Collocation Space or Premises, to the extent it affects the Collocation Space with an estimated clearing time for restoration, if known. In addition, each Party will provide notification as soon as reasonably practical.
- 2.7.9 BellSouth will call the <<customer\_short\_name>> maintenance and repair center with notification in the event that a BellSouth maintenance and repair technician is unable to keep a scheduled repair visit within the same time frames BellSouth provides such notice to itself, its own End Users, its affiliates and to any other CLEC. If a scheduled repair visit is missed, <<customer\_short\_name>> may escalate to BellSouth for expedited repair and a revised estimated completion time.
- 2.7.9.1 Repair appointments missed due to BellSouth's fault are subject to the SQM M&R-1.
- 2.7.10 Chronic Problems. Chronic repair problems will receive specialized handling by BellSouth's Customer Wholesale Interconnection Network Services ("CWINS") Maintenance Center Chronic Group personnel. BellSouth performs maintenance analysis for chronic problems by reviewing historical trouble tickets. The chronic resolution process is for a network element, service or facility on which three (3) or more trouble tickets have been closed in a thirty (30) calendar day period, obscure or intermittent conditions or upon reasonable request by

<<customer\_short\_name>>. If the analysis indicates a chronic condition exists, a chronic maintenance report will be initiated.

2.7.10.1 The Chronic Group will then perform a detailed analysis of the chronic maintenance report. The chronic resolution process could involve the following:

- Request for service release times
- Circuit monitoring
- Circuit stress testing
- Joint <<customer\_short\_name>>/BellSouth testing
- Component repair
- Referral to <<customer\_short\_name>> for resolution

2.7.10.2 Once the chronic condition is resolved, the chronic maintenance report will be closed. If <<customer\_short\_name>> is involved in the chronic process, notification will be provided to <<customer\_short\_name>>. When <<customer\_short\_name>> determines that a chronic condition regarding a circuit or service exists, a request may be made to the CWINS Maintenance Chronic Group for review. The CWINS center will open a chronic maintenance report and perform a chronic resolution procedure. <<customer\_short\_name>> should provide any test results associated with the reported service at the time the chronic request is made.

2.7.10.3 The chronic process is not intended for resolving immediate trouble conditions. The resolution period will vary based on the complexity of isolating the problem. Immediate trouble conditions should be handled through the normal maintenance reporting process. A status will be provided on all <<customer\_short\_name>>-initiated chronic requests and will be closed with a call to <<customer\_short\_name>>'s maintenance service center. Once a chronic trouble has been repaired, it remains on a monitoring list for thirty (30) calendar days to ensure the problem has been corrected. Subsequent problems with a chronic circuit are handled on the original chronic ticket, allowing the customer to work from an existing ticket rather than open a new one each time they experience errors.

2.7.10.4 **[Parties Disagree]**

**<<customer\_short\_name>> Version]** Upon request from <<customer\_short\_name>>, BellSouth will disclose all available performance and maintenance history regarding the network element, service or facility subject to the Chronic Ticket.

**[BellSouthVersion] No Section.**

2.8 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the CCP. Guidelines for this process are set forth in the CCP document. The CCP document may be accessed via the Internet at [http://www.interconnection.bellsouth.com/markets/lec/ccp\\_live/index.html/main/](http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/)

clec.html. Such CCP will provide <<customer\_short\_name>> with an opportunity to comment on proposed changes and time for BellSouth to consider and modify its proposals based on those comments.

2.8.1 BellSouth will provide advance notification prior to issuing new versions of BellSouth's documentation changes, including business rule changes, as described in the process flows in Section 4.0 and in Appendix G of the CCP, located at [http://www.interconnection.bellsouth.com/markets/lec/ccp\\_live/index.html/main/clec.html](http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html).

2.9 Electronic Interfaces. BellSouth's Versioning Policy is part of the CCP. Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to <<customer\_short\_name>>, is set forth in the CCP document. The CCP document may be accessed via the Internet at [http://www.interconnection.bellsouth.com/markets/lec/ccp\\_live/index.html/main/clec.html](http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html).

2.9.1 ~~[Parties Disagree]~~

~~[<<customer\_short\_name>> Version]~~ Rates. The Parties shall bill each other for providing OSS functionalities at the rates set forth in Exhibit A of Attachment 2 of this Agreement. <<customer\_short\_name>> shall bill BellSouth a single manual OSS charge (SOMAN) per local service request.

[BellSouth Version] Rates. BellSouth shall bill <<customer\_short\_name>> OSS rates pursuant to the terms, conditions and rates for OSS as set forth in Exhibit A of Attachment 2 of this Agreement. <<customer\_short\_name>> shall bill BellSouth a single manual OSS charge (SOMAN) per local service request associated with the 'port back' of a telephone number to BellSouth as set forth in Exhibit A of Attachment 2 of this Agreement, pursuant to the terms and conditions under which BellSouth bills <<customer\_short\_name>> for OSS, including FOC turnaround times the same as BellSouth's, due date intervals the same as BellSouth's for port out of numbers only and CSRs handled under the same terms and conditions that BellSouth is held to in providing the CSRs to <<customer\_short\_name>>. Should BellSouth desire to establish a mechanized interface with <<customer\_short\_name>> in support of the 'port back' local service requests, BellSouth shall initiate a New Business Request to <<customer\_short\_name>>.

2.9.1.1 The electronic OSS Charges rather than the manual ordering charges shall apply to a local service request submitted by <<customer\_short\_name>> when BellSouth's electronic interface normally utilized by <<customer\_short\_name>> is unavailable for reasons other than scheduled maintenance. In order to receive the electronic OSS charge <<customer\_short\_name>> must follow the procedure outlined in BellSouth's LOH,

<http://interconnection.bellsouth.com/guides/html/leo.html>, for every manually submitted LSR.

### 3. MISCELLANEOUS

3.1 Customer Migration. Neither BellSouth nor <<customer\_short\_name>> shall prevent or delay an end-user from migrating to another carrier because of unpaid bills, denied service, or contract terms.

#### 3.1.1 ~~[Parties Disagree]~~

~~[<<customer\_short\_name>> Version]~~ In no event shall BellSouth refuse to permit, or otherwise refuse to comply with its obligations hereunder with respect to, the transition to <<customer\_short\_name>> of any End User by conditioning such permission or compliance upon (a) <<customer\_short\_name>>'s entry into any billing and/or collection arrangement, operational understanding or relationship with one or more of BellSouth's Affiliates (including, without limitation, BellSouth Long Distance), or any third party carrier; or (b) any applicable End User's or <<customer\_short\_name>>'s entry into any other agreement, arrangement, understanding or relationship with BellSouth or any of its Affiliates, or a third party carrier other than as expressly contemplated by this Agreement. In the event that BellSouth shall withhold or condition its permission or compliance with respect to any End User-transition matter in violation of the foregoing sentence, <<customer\_short\_name>> shall automatically and immediately be entitled to assess against and collect from BellSouth, in addition to and without prejudice to or limitation upon any other rights or remedies <<customer\_short\_name>> and/or any of its End Users may have under this Agreement, under any other agreement, instrument or document related hereto or contemplated hereby or otherwise at law or in equity against BellSouth and/or its Affiliates, or a third party carrier in respect of any such matters and/or any breach or violation of any other provision(s) of this Agreement occurring in connection therewith, an amount equal to \$1,000 per occurrence for each day. Each of BellSouth and <<customer\_short\_name>> acknowledge and agree that, insofar as it would be impossible or commercially impracticable to ascertain and fix the actual amount of damages as would be sustained by <<customer\_short\_name>> as a result of any breach by BellSouth of the foregoing provisions of this Section 3.1.1, the liquidated damage amount specified in the foregoing sentence is agreed to as a reasonable approximation of the damages likely to be sustained by <<customer\_short\_name>>, and not as a penalty, upon the occurrence and during the continuance of any such breach.

[BellSouth Version] No Section.

#### 3.1.2 ~~[Parties Disagree]~~

**[<<customer\_short\_name>> Version] Mass Migration of Customers.** BellSouth will cooperate with <<customer\_short\_name>> to accomplish mass migration of customers expeditiously and on terms that are reasonable and non-discriminatory. **Mass migration of customer service arrangements (e.g., UNEs, Combinations, resale) will be accomplished pursuant to submission of electronic LSR or, if mutually agreed to by the Parties, by submission of a spreadsheet in a mutually agreed-upon format. Until such time as an electronic LSR process is available, a spreadsheet containing all relevant information shall be used. An electronic OSS charge shall be assessed per service arrangement migrated. This Section shall not govern bulk migration from one service arrangement to another for the same carrier or migration of a collocation space from one carrier to another.**

[BellSouth Version] Mass Migration of Customers. BellSouth will cooperate with <<customer\_short\_name>> to accomplish mass migration of customers expeditiously and on terms that are reasonable and non-discriminatory.

3.1.2.1

**[Parties Disagree]**

**[<<customer\_short\_name>> Version] BellSouth shall only charge <<customer\_short\_name>> a TELRIC-based records change charge for the migration of customers for which no physical re-termination of circuits must be performed. The TELRIC-based records change charge is as set forth in Exhibit A of Attachment 2 of this Agreement. Such migrations shall be completed within ten (10) calendar days of an LSR or spreadsheet submission. The TELRIC-based charge for physical re-termination of circuits (including appropriate record changes (a single charge will apply)) is as set forth in Exhibit A of Attachment 2 of this Agreement. Such physical re-terminations shall be completed within ten (10) calendar days of electronic LSR or spreadsheet submission.**

[BellSouth Version] No Section.

3.2

Use of Facilities. When a customer of <<customer\_short\_name>> elects to discontinue service and to transfer such service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to <<customer\_short\_name>> by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state (*i.e.*, service is no longer being provided over the local loop but the switch translations and interoffice facilities have not been disconnected) and BellSouth has received a request to establish new service or transfer service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify <<customer\_short\_name>> that such a request has been processed after the disconnect order has been completed. Such notification will be provided via <<customer\_short\_name>>'s line loss notification report which can be found on the PMAP web site at

<http://pmap.bellsouth.com/default.aspx> and is updated on a daily basis except for Sundays.

- 3.3 **Contact Numbers.** The Parties agree to provide one another with toll-free (e.g., 1-800#) contact numbers for the purpose of addressing issues related to ordering, provisioning, and maintenance and repair of services. BellSouth shall provide the contact number through BellSouth's Internet site:  
<http://www.interconnection.bellsouth.com/contact/index.html>.  
 <<customer\_short\_name>> shall provide a contact number that is separate and distinct from that provide to <<customer\_short\_name>>'s End Users. In addition, BellSouth shall provide access to assistance for technical issues other than OSS training inquiries such as connectivity and passwords related to its OSS interfaces. Such assistance will be available twenty-four (24) hours a day, seven (7) days a week via designated telephone number for inquiries and e-mail/web form (the request can be submitted either way) with guaranteed response within an hour.
- 3.4 **Subscription Functions.** In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e., PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.
- 3.5 **Service Arrangement Reconfiguration.** BellSouth shall reconfigure (company initiated activity (CIA) or central office conversion) the <<customer\_short\_name>> service arrangements of <<customer\_short\_name>>'s End User for Resale services, UNEs or Combinations in accordance with the FCC's rules regarding Notice of Network Change, 47 C.F.R. 51.325 *et seq.* as well as the procedures described in the Operational Understanding located at [http://www.interconnection.bellsouth.com/guides/other\\_guides/html/gopeu001/index.htm](http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm) provided such reconfigurations and procedures comply with applicable FCC and Commission rules and orders. This provision shall not allow BellSouth to change the type of service ordered by <<customer\_short\_name>> (i.e. Resale, UNE or Combination) to another type of service as a result of such reconfiguration.
- 3.5 **Intercept Referral Messages.** The Parties shall provide an intercept referral message for the same period of time that BellSouth currently provides such a message for its own End Users. The intercept message shall be similar in format to the intercept referral message currently provided by BellSouth for its own End Users.
- 3.6 **Installation/Service Visits/Additional Work.** Each Party shall train and direct its employees who have contact with End Users of the other Party in the process of provisioning, maintenance or repair not to disparage the other Party or its services in any way to the other Party's End Users.

- 3.7.1 Any written “leave behind” materials that BellSouth technicians provide to <<customer\_short\_name>> End Users shall be non-branded materials that do not identify the work being performed as being by BellSouth. These materials shall include, without limitation, non-branded forms for the Customer and non-branded “not at home” cards.
- 3.7 Escalation Procedures and Contacts. BellSouth’s escalation practices are provided in Appendix A and the escalation contact number list is contained in Chapter 4.0 of the Operational Understanding which is provided on the interconnection web site at [http://www.interconnection.bellsouth.com/guides/other\\_guides/html/gopeu001/index.htm](http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm).
- 3.8 Disputes Between <<customer\_short\_name>> and <<customer\_short\_name>>’s End Users. In general, BellSouth will not become involved in disputes between <<customer\_short\_name>> and <<customer\_short\_name>>’s End User customers. If a dispute does arise that cannot be settled without the involvement of BellSouth, <<customer\_short\_name>> shall contact the designated Service Center for assistance in the dispute resolution. BellSouth will make reasonable efforts to assist <<customer\_short\_name>> in as timely a manner as possible. BellSouth’s involvement will be limited to interfacing with <<customer\_short\_name>>’s employees who are involved in the dispute resolution.
- 3.9 BellSouth shall constantly work toward resolution of pre-ordering, ordering, provisioning, maintenance and repair, billing and interface issues and disputes. <<customer\_short\_name>> must contact the appropriate BellSouth work center to record <<customer\_short\_name>>’s issue/dispute and to work with the personnel within the center to reach final resolution. Should <<customer\_short\_name>> determine that escalation is required to reach resolution, <<customer\_short\_name>> should invoke the process appropriate for that work center as spelled out in BellSouth’s Operational Understanding located at <http://www.interconnection.bellsouth.com/guides> for provisioning, maintenance and repair; in Project Management located at <http://interconnection.bellsouth.com/centers/html/pm.html> for customer care project management; Section 8.0 of the Change Control Process located at [http://www.interconnection.bellsouth.com/markets/lec/ccp\\_live/index.html/main/clec.html](http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html) for interfaces and in Section 2 of Attachment 7 of this Agreement for billing.
- 3.10 The Parties will support existing NC/NCI codes to deliver the services available through this Agreement, and necessary to support all technically feasible means and levels of interconnection. The Parties will support the development of new NC/NCI codes to the extent a NC/NCI code does not exist for services available through this Agreement.



- 3.11 Project Management. Provisioning done pursuant to project management as specified in Section 8 of the LOH, located at <http://interconnection.bellsouth.com/guides/html/leo.html>, will be performed at the interval the Parties negotiated and mutually agreed to prior to the order being placed. BellSouth will offer the shortest interval available.
- 3.12 Provisioning done pursuant to project management as specified in Section 8 of the LOH will be normally be performed by project management personnel from the provisioning center. Provisioning will be performed at prices no more expensive than those prices applicable to individual service or element orders, unless <<customer\_short\_name>> negotiated to obtain project management support from BellSouth's Professional Services Group rather use the project management personnel from the provisioning center.
- 3.13 Personnel assigned by either Party to provisioning being handled on a Project Management basis shall be professional, competent, responsive and effective. Both Parties will use best efforts to resolve any problems with Project Management personnel, practices or procedures on a timely basis and in accordance with the escalation procedures set forth in this Attachment 6.
- 3.14 Continued Support of Elements or Services No Longer Offered. BellSouth shall continue to support and facilitate the use of elements and services purchased by <<customer\_short\_name>> during a reasonable period of transition, and in accordance with applicable FCC and Commission rules and orders, and any applicable tariff terms. The Parties will work cooperatively and proactively to mutually agree on a seamless transition plan to alternative service arrangements.
- 3.16 Annoyance Call Center. Where BellSouth provides switching, BellSouth will process calls made to its Annoyance Call Center and will advise <<customer\_short\_name>> when it is determined that annoyance calls are originated from one of their End User's locations. It is the responsibility of <<customer\_short\_name>> to take the corrective action necessary up to and including the disconnection of service to its End Users who make annoying calls. BellSouth shall provide the same level of Annoyance Call Center service to <<customer\_short\_name>>'s End Users as BellSouth provides to its own End Users.